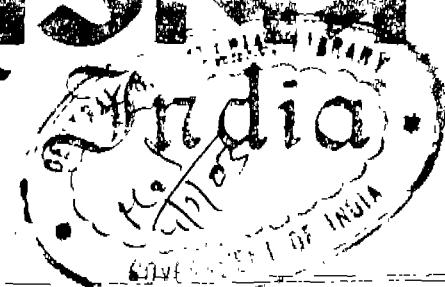




भारत का राजपत्र

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सं. 23]

नई दिल्ली, शनिवार, जून 8, 2002/ज्येष्ठ 18, 1924

No. 23]

NEW DELHI, SATURDAY, JUNE 8, 2002/JYAISTA 18, 1924

इस भाग में जिन पृष्ठ संख्या वी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—पार्ट 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (एक मंत्रालय की छोड़कर) द्वारा जारी किए गए सार्विक घावेश और प्रधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

कार्मिक, लोक शिक्षायन तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 28 मई, 2002

का.प्रा. 1846.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया
संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24
की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते
हुए निम्नलिखित प्रधिकरणों को उन्नाम्बल राज्य में
दिल्ली विशेष पुलिस स्थापना (के.प्र. व्यू.रो) द्वारा संस्थित
मामलों के संबंध में विचारण व्यायालयों में निदेशक, केन्द्रीय
अन्वेषण व्यू.रो द्वारा उन्हें मौजिए गए मामलों में अभियोजन
तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील व्यायालयों
में इन मामलों से उद्भुत अपीलों/पुनरीक्षणों अथवा
अन्य विषेयों के मंचालन के लिए विशेष लोक अभियोजक के
रूप में नियुक्त करती है।

मर्वशी

1. बलजीत सिंह
2. प्रवीन सेठ
3. गिरीश चंद्र शर्मा

[सं. 225/49/2000—ए. वी. डी. -II]

परमा नन्द, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC
GRIEVANCES AND PENSION
(Department of Personnel and Training)

New Delhi, the 28th May, 2002

S.O. 1846.—In exercise of the powers conferred by
Sub-section (8) of Section 24 of the Code of Criminal
Procedure, 1973 (Act No. 2 of 1974), the Central
Government hereby appoints the following Advocates
as Special Public Prosecutors for conducting the pro-
secution of cases instituted by the Delhi Special Police

Fstablishment (CBI) in the State of Uttranchal as entrusted to them by the Director, Central Bureau of Investigation, in trial courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by Law.

1. Shri Baljeet Singh
2. Shri Praveen Seth
3. Shri Girish Chandra Sharma.

[No. 225/49/2002-AVD-II]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.ग्रा. 1847.—केन्द्रीय सरकार एवंद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिकृतना सं. एच.डी/260 पीसीआर/99 विनांक 27 नवम्बर, 1999 द्वारा प्राप्त कर्नाटक राज्य सरकार की भहमति में दिल्ली विशेष पुलिस स्थापना, के.आ.ब्यूरो, बी.एम.एंड.एफ.सी., बंगलौर में दर्ज मामला आर-सी-3 (ई)/99-बीएम.एंड.एफ.सी., बंगलौर, में कर्नाटक राज्य के भीतर यूनिट ग्राइंड एल (यूनिटेट स्पैट लि.) सिकंदराबाद के दो प्रबंध निदेशकोंद्वारा विभिन्न वित्तीय संस्थाओं/बैंकों से धोखाधड़ी के संबंध में भारतीय दंड संहिता, 1860 की धारा 120-बी सपठित धारा 420, 468 और 471 और भट्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) मपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक में संबंधित अथवा संसशक्त प्रयत्नों, दृष्टिरणों और पड़यत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II(i)]

परमा नन्द, अब्दुर मस्तिव

New Delhi, the 28th May, 2002

S.O. 1847.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/257/PCR-99 dated 27th November, 1999, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Sections 120-B, read with 420, 468 and 471 of the Indian Penal Code, 1860 and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abettments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts pertaining to cheating of Vijaya Bank, Santa Cruz Branch, Mumbai by M/s. Sunil Silk Mills, Mumbai and officials of Vijaya Bank, Santa Cruz Branch,

offences committed in the course of the same transaction or arising out of the same facts pertaining to cheating of various financial institutions/Banks by two Managing Directors of UMIL (Unimetal Spat Ltd.), Secunderabad, within State of Karnataka registered with DSPE/CBI/BS&FC/Bangalore vide RC-3(E)/99-BS&FC/BLR.

[No. 228/13/2002-AVD-II(i)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.ग्रा. 1848.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिकृतना सं. एच.डी/257/पीसीआर/99 विनांक 3 दिसम्बर, 1999 द्वारा प्राप्त कर्नाटक राज्य सरकार की महमति में दिल्ली विशेष पुलिस स्थापना के.आ.ब्यूरो, बीएस एंड एफ सी, बंगलौर में दर्ज मामला आर सी-5 (ई)/99-बंगलौर में कर्नाटक राज्य के भीतर मैसरे सुनील मिल्क मिल्स, मुंबई और विजया बैंक, मांताश्रुज शाखा के अधिकारियों द्वारा विजया बैंक, मांताश्रुज शाखा से धोखाधड़ी के संबंध में भारतीय दंड मंहिता, 1860 की धारा 120-बी मपठित धारा 409, 420 और अप्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक में संबंधित अथवा संसशक्त प्रयत्नों, दृष्टिरणों और पड़यत्र तथा उसी संव्यवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II(ii)]

परमा नन्द, अब्दुर मस्तिव

New Delhi, the 28th May, 2002

S.O. 1848.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/257/PCR-99 dated 3rd December, 1999, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Sections 120-B, read with 409, 420 of the Indian Penal Code, 1860 and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abettments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts pertaining to cheating of Vijaya Bank, Santa Cruz Branch, Mumbai by M/s. Sunil Silk Mills, Mumbai and officials of Vijaya Bank, Santa Cruz Branch,

Mumbai within State of Karnataka registered with DSPE/CBI/BS&FC/Bangalore vide RC-5(E)/99-BLR.

[No. 228/13/2002-AVD-II(ii)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1849.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के माथ परिवर्त धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं.एचडी 287/पीसीआर 99 दिनांक 3 जनवरी, 2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के.अ.ब्यूरो, बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-1(ई) 2000-सीबीआई बीएस एंड एफसी बंगलौर में श्री डॉ.के. श्रीनिवास, वी.बी. बेकरी शुप आॅफ कम्पनीज अर्थात् वी.बी. बेकरी, मैसर्स बटर स्पांग और मैसर्स ब्रेड फूड्स प्रा.लि. आॅफ बंगलौर एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति द्वारा भारतीय स्टेट बैंक, वी.बी. पुरम शाखा, बंगलौर और मैसर्स एच प्रार एस शुप आॅफ कम्पनीज के क्रमाः प्रोपराइटर और भागीदार सर्वश्री वी.एस.बड़ी-नारायण, एन.श्रीशा तथा गुरुराज एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति द्वारा भारतीय स्टेट बैंक, वी.बी.पुरम शाखा, बंगलौर से धोखाधड़ी के संबंध में भारतीय दंड संहिता, 1860 की धारा 120-बी संपर्कित धारा 420 और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) संपर्कित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संस्कृत प्रयत्नों, दुष्प्रेरणों और पड़यन्त्र तथा उसी संबंधहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एचडी-II(iii)]
परमा नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1849.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/287/PCR-99 dated 3rd January, 2000, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Sections 120-B, read with 420 of the Indian Penal Code, 1860 and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts pertaining to cheating of State Bank of India, V. V. Puram Branch, Bangalore and Shri K. K. Srinivas of V. B. Bakery Group of Companies, viz., V. B. Bakery, M/s. Butter Spong and M/s. Bread

Foods, Private Limited of Bangalore and any other public servants or person registered with DSPE/CBI/BS&FC/Bangalore vide RC-1(E)/2000-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(iii)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1850.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ परिवर्त धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं.एचडी/288/पीसीआर/99 दिनांक 3 जनवरी, 2002 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के.अ.ब्यूरो, बीएस एंड एफसी.बंगलौर में दर्ज मामला आरसी-1(ई) 2000-सीबीआई बीएस एंड एफसी बंगलौर में श्री डॉ.के. श्रीनिवास, वी.बी. बेकरी शुप आॅफ कम्पनीज अर्थात् वी.बी. बेकरी, मैसर्स बटर स्पांग और मैसर्स ब्रेड फूड्स प्रा.लि. आॅफ बंगलौर एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति द्वारा भारतीय स्टेट बैंक, वी.बी. पुरम शाखा, बंगलौर और मैसर्स एच प्रार एस शुप आॅफ कम्पनीज के क्रमाः प्रोपराइटर और भागीदार सर्वश्री वी.एस.बड़ी-नारायण, एन.श्रीशा तथा गुरुराज एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति द्वारा भारतीय स्टेट बैंक, वी.बी.पुरम शाखा, बंगलौर से धोखाधड़ी के संबंध में भारतीय दंड संहिता, 1860 की धारा 120-बी संपर्कित धारा 420 और भ्रष्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) संपर्कित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संस्कृत प्रयत्नों, दुष्प्रेरणों और पड़यन्त्र तथा उसी संबंधहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एचडी-II (iv)]
परम नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1850.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/288/PCR-99 dated 3rd January, 2000, hereby extends the powers and jurisdiction of members of Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Section 120-B, read with 420 of the Indian Penal Code, 1860 and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts pertaining to cheating of State Bank of India, V. V. Puram Branch, Bangalore, by Shri P. R. Hattangadi, former Branch Manager, SBI, V. V. Puram Branch,

Bangalore and S/S. B. S. Badrinarayana, N. Srivatsa and Gururaj Proprietors and Partners respectively of M/s. HRS Group of Companies and any other public servants or person registered with DSPE/CBI/BS&FC Bangalore vide RC-2(E)/2000-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(iv)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1851.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/226/पीसीआई/2000 दिनांक 10 नवम्बर 2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के.आ. व्यूरो, बीएस एंड एफ सी, बंगलौर में दर्ज मामला आरसी-3 (ई)/2000-सीबीआई/बीएस एंड एफसी/बंगलौर में मैसर्स मिस्ट्री प्रभुदाम मानजी पार्टनरशिप फर्म, एमपीएम इंजीनियरिंग प्राइवेट लिमिटेड एवं किन्हीं अन्य लोक सेवकों अथवा अव्यक्ति के संबंध में भारतीय दंड संहिता, 1860 की धारा 120-बी सपठित धारा 420 और अप्टाचार निवारण अधिनियम, 1947 की धारा 5 (2) सपठित धारा 5 (1) (डी) तथा अप्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और पड़यत्र तथा उसी संबंधवाहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II(v)]
परमा नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1851.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with consent of the State Government of Karnataka vide Notification No. HD/226/PCR/2000 dated 10th November, 2000 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Sections 120-B, read with 420 of the Indian Penal Code, 1860 and Section 5(2) read with 5(1)(d) of Prevention of Corruption Act, 1947 and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the

same transaction or arising out of the same facts pertaining to M/s. Mistry Prabhudas Manji Partnership Firm, MPM Engineering Private Limited and any other public servants or person registered with DSPE/CBI/BS&FC Bangalore vide RC-3(E)/2000-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(v)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1852.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/244/पीसीआई/2000 दिनांक 22 दिसम्बर, 2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति में दिल्ली विशेष पुलिस स्थापना के.आ. व्यूरो बीएस एंड एफ सी/बंगलौर में श्री के.विजय सीएम डी के प्रतिनिधित्व वाली मैसर्स ईमवीईडी सुप ऑफिस कम्पनीज श्री के. बी. पाई, शाखा प्रबंधक, कैन्टोनमेंट ब्रांच, कार्पोरेशन बैंक, बंगलौर एवं किन्हीं अन्य लोक सेवकों अथवा अव्यक्ति के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-बी सपठित धारा 409, 420, 468, 471, 475 और 477-ए, और अप्टाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और पड़यत्र तथा उसी संबंधवाहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II(vi)]
परमा नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1852.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with consent of the State Government of Karnataka vide Notification No. HD/244/PCR/2000 dated 22nd December, 2000, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Sections 120-B read with 409, 420, 468, 471, 475 and 477-A of the Indian Penal Code, 1860 and section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against M/s. EMVEE Group of Companies represented by Sh. K. Vijay, CMD, Shri K. V. Pai,

Branch Manager, Cantonment Branch, Corporation Bank, Bangalore and any other public servants or person registered with DSPE|CBI|BS&FC|Bangalore vide RC-4(E)|2000-CBI|BS&FC|BLR.

[No. 228/13/2002-AVD-II(vi)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1853.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/245/पीसीआर/2000 दिनांक 22 दिसम्बर, 2000 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के अध्यूरो, बीएस एंड एफ सी, बंगलौर में दर्ज मामला आरसी-5(ई)/2000-सीबीआई/बीएस एंड एफ सी/बंगलौर में श्री के. विजय, सीएमडी, के प्रतिनिधित्व वाली मैसर्स ईएमवीईई श्रूप आँफ कम्पनिज, श्री डी.बी.कुदर, पूर्व प्रबन्धक (निक्षेप) श्री के.एस.बी., शिनाय, पूर्व शाखा प्रबन्धक कैनग बैंक मल्सेथरम शाखा बंगलौर एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-वी सपठित धारा 409, 420, 467, 468, और 471 और भ्रष्टचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13(2) सपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा प्रधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्प्रेरणों और पछांल तथा उसी संघवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एचडी-II(vii)]
परमानन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1853.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/245/PCR/2000 dated 22nd December, 2000, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under sections 120-B, read with 409, 420, 467, 468 and 471 of the Indian Penal Code, 1860 and section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against M/s. EMVEE Group of Companies represented by the CMD Sh. K. Vijay, Shri D. V. Kunder,

Former Manager (Deposits), Sh. K. S. V. Shenoy former Branch Manager, Canara Bank Melleshwaram Branch, Bangalore and any other public servants or person registered with DSPE|CBI|BS&FC|Bangalore vide RC-5(E)|2000-CBI|BS&FC|BLR.

[No. 228/13/2002-AVD-II(vii),
PARMA NAND, Under Secy

नई दिल्ली, 28 मई, 2002

का.आ. 1854.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/71/पीसीआर/2001 दिनांक 5 मई, 2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना के अध्यूरो, बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-1(ई)/2001-सीबीआई/बीएस एंड एफसी/बंगलौर में श्री एन. सुदरेसन, उपमहाप्रबन्धक और श्री गोपालकृष्णन, पूर्व प्रधान प्रबन्ध निदेशक, इंडियन बैंक और मैसर्स ग्रांड प्रिन्सिपल्स होटल एलएलसी, बुबई एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-वी सपठित धारा 420, और भ्रष्टचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13 (1) (डी) के अधीन दंडनीय अपराधी और उपर्युक्त अपराधों में से एक अथवा प्रधिक से संबंधित अथवा संसक्त प्रयत्नों दुष्प्रेरणों, और पंडयत्व तथा संघवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एचडी-II(viii)]
परमा नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1854.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/71/PCR/2001 dated 5th May, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under sections 120-B, read with 420 of the Indian Penal Code, 1860 and section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against Shri N. Sundaresan, Dy. General Manager and Shri Gopalakrishnan, Ex. Chairman, Managing Director

of Indian Bank and M/s. Grand Peninsula Hotel LLC, Dubai and any other public servants or person registered with DSPE/CBI/BS&FC/Bangalore vide RC-1(E)/2001-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II (viii)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1855.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए कर्नाटक राज्य सरकार की अधिसूचना सं. एचडी/153/पीसीआर/2001 दिनांक 6 मित्स्र, 2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति में विली विशेष पुलिस स्थापना के अ. ब्यूरो, बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-2(ई)/2001-सीबीआई/बीएस एंड एफसी/बंगलौर में मैसम एस्टीआई हट्टरनेशनल लिमिटेड, बंगलोर स्टेट बैंक ऑफ मैसूर के अधिकारियों एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता 1860 की धारा 120-बी सपठित 420 और अटाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13(1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संस्कृत प्रयत्नों, दूषणों और पड़यन्त्र तथा संबंधवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तृत सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002 एवीडी-II (ix)]
परमा नन्द, अवर सचि

New Delhi, the 28th May, 2002

S.O. 1855.—In exercise of the powers conferred by sub-section (1) of section 5 read with section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/153/PCR/2001 dated 6th September, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under sections 120-B, read with 420 of the Indian Penal Code, 1860 and section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988 (Act No. 49 of 1988), and attempts, abetments and conspiracy in relation to or in connection with one or more of the offences mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against M/s. STI International limited, Bangalore officials of State Bank of Mysore and any other public servants or person registered with DSPE/CBI|

BS&FC|Bangalore vide RC-2(E)|2001-CBI| BS&FC|BLR.

[No. 228/13/2002-AVD-II(ix)]

PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1856.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए कर्नाटक राज्य सरकार की अतिसूचना सं. एचडी/144/पीसीआर/2001 दिनांक 10 दिसम्बर, 2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति में दिल्ली विशेष स्थापना के अ. ब्यूरो, बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-3(ई)/2001-सीबीआई/बीएस एंड एफसी/बंगलौर में श्री सी. चंद्रशेखर रेड्डी अध्यक्ष गुप्त कम्पनीज ग्रांफ मैसर्स एस. ओ.एल. फार्मास्यूटिकल्म लिमिटेड, हैदराबाद और श्री उत्तम रेड्डी प्रबंध निवेशक, मैसर्स एस. ओ.एल. फार्मास्यूटिकल्स लिमिटेड, हैदराबाद एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता 1860 की धारा 120-बी सपठित 420 और अटाचार निवारण अधिनियम, 1988 (1988 का अधिनियम सं. 49) की धारा 13 (2) सपठित धारा 13(1) (डी) के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संस्कृत प्रयत्नों, दूषणों और पड़यन्त्र तथा संबंधवहार के अनुक्रम में किए गए अथवा उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II(X)]

परमा नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1856.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/144/PCR/2001 dated 10th September, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Sections 120-B, read with 420 of the Indian Penal Code, 1860 and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against Shri C. Chandrashekhar Reddy, Chairman of the Group Companies of M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and Shri Uttam Reddy, Managing Director, M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and any other public servants or person registered with DSPE/CBI/BS&FC/Bangalore vide RC-3(E)/2001-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(x)]

PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1857.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम मं. 25) की धारा 6 के साथ पठित धारा 5 की उपधारा (1) द्वारा प्रदन शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिभूतना सं. एचडी/144/पीसीआर/2001 दिनांक 10 सितम्बर, 2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के.आ.ब्यूरो बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-5(ई)/2001-सीबीआई/बीएस एंड एफसी/बंगलौर में श्री सी. चंद्रशेखर रेडी, अध्यक्ष, ग्रुप कम्पनीज और्फ़ मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद और श्री उत्तम रेडी प्रबंध निवेशक, मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद और श्री उत्तम रेडी प्रबंध निवेशक, मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-बी सपठित धारा 420 के अधीन, दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्करणों और घड़यत्र तथा उसी संबंधान के अनुक्रम में किए गए अथवा उन्हीं तथ्यों में उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II (XI)]
परम नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1857.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/144/PCR/2001 dated 10th September, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Section 120-B, read with 420 of the Indian Penal Code, 1860 and attempts, abductions and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against Shri C. Chandrashekhar Reddy, Chairman of the Group Companies of M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and Shri Uttam Reddy, Managing Director, M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and any other public servants or person registered with DSPE/CBI/BS&FC/Bangalore vide RC-4(E)/2001-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(xi)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1858.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम मं. 25) की धारा 6 के माथ पठित धारा 5 की उपधारा (1) द्वारा प्रदन शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिभूतना सं. एचडी/144/पीसीआर/2001 दिनांक 10 सितम्बर, 2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के.आ.ब्यूरो, बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-6(ई)/2001-सीबीआई/बीएस एंड एफसी/बंगलौर में श्री सी. चंद्रशेखर रेडी, अध्यक्ष, ग्रुप कम्पनीज और्फ़ मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद और श्री उत्तम रेडी, प्रबंध निवेशक, मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता, 1860 की धारा 120-बी सपठित धारा 420 के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक से संबंधित अथवा संसक्त प्रयत्नों, दुष्करणों और घड़यत्र तथा उसी संबंधान के अनुक्रम में किए गए अथवा उन्हीं तथ्यों में उद्भूत किसी अन्य अपराध और अपराधों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II (xii)]
परम नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1858.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/144/PCR/2001 dated 10th September, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Section 120-B, read with 420 of the Indian Penal Code, 1860 and attempts, abductions and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against Shri C. Chandrashekhar Reddy, Chairman of the Group Companies of M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and Shri Uttam Reddy, Managing Director, M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and any other public servants or person registered with DSPE/CBI/BS&FC/Bangalore vide RC-4(E)/2001-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(xii)]
PARMA NAND, Under Secy.

नई दिल्ली, 28 मई, 2002

का.आ. 1859.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम मं. 25) की धारा 6 के माथ पठित धारा 5 की उपधारा (1) द्वारा प्रदन शक्तियों का प्रयोग करते हुए कर्नाटक राज्य सरकार की अधिभूतना सं. एचडी/144/पीसीआर/2001 दिनांक 10 सितम्बर, 2001 द्वारा प्राप्त कर्नाटक राज्य सरकार की सहमति से दिल्ली विशेष पुलिस स्थापना, के.आ.ब्यूरो, बीएस एंड एफसी, बंगलौर में दर्ज मामला आरसी-6(ई)/2001-सीबीआई/बीएस एंड एफसी/बंगलौर में श्री सी. चंद्रशेखर रेडी, अध्यक्ष, ग्रुप कम्पनीज और्फ़ मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद और श्री उत्तम रेडी, प्रबंध निवेशक, मैमर्स एस.ओ.एल. फार्मसियूटिकल्स लिमिटेड, हैदराबाद एवं किन्हीं अन्य लोक सेवकों अथवा व्यक्ति के विरुद्ध भारतीय दंड संहिता, 1860

की धारा 120-वी सप्तित धारा 420 के अधीन दंडनीय अपराधों और उपर्युक्त अपराधों में से एक अथवा अधिक में समंजित अथवा संसक्षण प्रयत्नों, दुष्क्रेणों और पड़यन्त्र तथा उसी सम्बन्धान के अनुक्रम में किए गए अथवा उन्हों तथ्यों से उद्भूत किसी अन्य अपराधों के अन्वेषण, के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार समूर्ण कर्नाटक राज्य पर करती है।

[सं. 228/13/2002-एवीडी-II(xiii)]
परमा नन्द, अवर सचिव

New Delhi, the 28th May, 2002

S.O. 1859.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Karnataka vide Notification No. HD/144/PCR/2001 dated 10th September, 2001, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Karnataka for investigation of offences punishable under Section 120-B, read with 420 of the Indian Penal Code, 1860, and attempts, abetments and conspiracy in relation to or in connection with one or more of the offence mentioned above and any other offence and offences committed in the course of the same transaction or arising out of the same facts against Shri C. Chandrashekhar Reddy, Chairman of the Group Companies of M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and Shri Ultam Reddy, Managing Director, M/s. S.O.L. Pharmaceuticals Limited, Hyderabad and any other public servants or person registered with DSPE/CBI/BS&FC/Bangalore vide RC-6(F)/2001-CBI/BS&FC/BLR.

[No. 228/13/2002-AVD-II(xiii)]
PARMA NAND, Under Secy.

विन मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 2 मई, 2002

स्टाम्प

का.आ. 1860.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा भारतीय औद्योगिक विकास बैंक, मुम्बई, को मात्र तीन करोड़ अठारह लाख उनसठ हजार तीन सौ पचास रुपए का समेकिन स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र तीन सौ अठारह करोड़ उनसठ लाख पैंतीस हजार रुपए के रमण मूल्य के आई.डी.बी.आई.फैक्सी बॉड्स-13 के रूप में वर्णित (621 228 बंधपत्र प्रोमिजरी नोटों के रूप में और 15959 बंधपत्र डिमेटेरियला इच्छ रूप में) बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 26/2002-स्टाम्प/फा.सं. 33/36/2002-बि.क.]
आर.जी. छावड़ा, अवर सचिव

MINISTRY OF FINANCE
(Department of Revenue)

ORDER

New Delhi, the 2nd May, 2002

STAMPS

S.O. 1860.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. ICICI Limited, Mumbai to pay consolidated stamp duty of rupees four crore three lakh four thousand six hundred twenty five only chargeable on account of the stamp duty on 1074790 ICICI Unsecured Redeemable Bonds (March, 2002) issue in the nature of Debentures aggregating to rupees five hundred thirty seven crore thirty nine lakh fifty thousand only, to be issued by the said company.

[No. 26/2002-STAMP/F. No. 33/36/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 17 मई, 2002

स्टाम्प

का.आ. 1861.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (ब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एवं द्वारा भारतीय औद्योगिक विकास बैंक, मुम्बई, को मात्र तीन करोड़ अठारह लाख उनसठ हजार तीन सौ पचास रुपए का समेकिन स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र तीन सौ अठारह करोड़ उनसठ लाख पैंतीस हजार रुपए के रमण मूल्य के आई.डी.बी.आई.फैक्सी बॉड्स-13 के रूप में वर्णित (621 228 बंधपत्र प्रोमिजरी नोटों के रूप में और 15959 बंधपत्र डिमेटेरियला इच्छ रूप में) बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[मं. 27/2002-स्टाम्प/फा.सं. 33/43/2002-बि.क.]

आर.जी. छावड़ा, अवर सचिव

ORDER

New Delhi, the 17th May, 2002

STAMPS

S. O. 1861.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899),

the Central Government hereby permits Industrial Development Bank of India, Mumbai to pay consolidated stamp duty of rupees three crore eighteen lakh fifty nine thousand three hundred fifty only chargeable on account of the stamp duty on bonds described as IDBI Flexibonds-13 (621228 Bonds in the form of Promissory Notes and 15959 Bonds in the dematerialized form) aggregating to rupees three hundred eighteen crore fifty nine lakh thirty five thousand only, to be issued by the said Bank.

[No. 27/2002-Stamp/F. No. 33/43/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 22 मई, 2002

स्टाम्प

का.आ., 1862.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2), की धारा ९ की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा कोट्स ऑफ इंडिया लिमिटेड, कलकत्ता को मात्र तीन लाख पचास हजार रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र पैसठ करोड़ रुपए के समग्र मूल्य के कांगणियल पेपर पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 28/2002-स्टाम्प/फा. सं. 33/42/2002-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 22nd May, 2002

STAMPS

S.O. 1862.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Coats of India Limited, Calcutta to pay consolidated stamp duty of rupees three lakh twenty five thousand only chargeable on account of the stamp duty on Commercial Paper aggregating to rupees sixty five crore only to be issued by the said Company.

[No. 28/2002-Stamp/E. No. 33/42/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 22 मई, 2002

स्टाम्प

का.आ. 1863.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा ९ की उप-धारा (1) के खण्ड

(ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा स्टेट बैंक ऑफ ट्रावनकोर, तिरुवनन्तपुरम को मात्र एक करोड़ बीम लाख रुपए का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा जारी किए जाने वाले मात्र एक सौ बीम करोड़ रुपए के समग्र मूल्य के मॉर्डो ग्रोमिसरी नोटों के स्वरूप वाले 40001 से 52000 तक की विशिष्ट संख्या वाले प्रत्येक एक-एक लाख रुपए मूल्य के बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 29/2002-स्टाम्प/फा. सं. 33/40/2002-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 22nd May, 2002

STAMPS

S.O. 1863.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) the Central Government hereby permits State Bank of Travancore, Thiruvananthapuram, to pay consolidated stamp duty of rupees one crore twenty two lakh only chargeable on account of the stamp duty on bonds in the nature of usance promissory notes bearing distinctive numbers from 40001 to 52000 of rupees one lakh each aggregating to rupees one hundred twenty crore only to be issued by the said Bank.

[No. 29/2002-Stamp/No. 33/40/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 22 मई, 2002

स्टाम्प

का.आ. 1864.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा ९ की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पंजाब एंड सिन्ध बैंक, नई दिल्ली को मात्र पैतालीस लाख रुपए का समेकित स्टाम्प शुल्क अवा करने की अनुमति प्रदान करती है जो उक्त बैंक द्वारा 28 मार्च, 2002 को आवंटित मात्र पैतालीस करोड़ रुपए के समग्र मूल्य के ग्रोमिसरी नोटों के स्वरूप वाले प्रत्येक एक-एक लाख रुपए के असुरक्षित, गोणकृत विभिन्न बंधपत्रों पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 30/2002-स्टाम्प/फा. सं. 33/37/2002-बि.क.]

आर.जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 22nd May, 2002

STAMPS

S. O. 1864.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Punjab & Sind Bank, New Delhi to pay consolidated stamp duty of rupees forty five lakh only chargeable on account of the stamp duty on unsecured, subordinated redeemable bonds in the nature of promissory notes of rupees one lakh each aggregating to rupees forty five crore only allotted on 28th March, 2002 by the said Bank.

[No. 30/2002-Stamp/F. No. 33/37/2002-ST]

R. G. CHHABRA, Under Secy.

आदेश

नई दिल्ली, 22 मई, 2002

स्टाम्प

का.आ. 1865.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पौंछर फाइनेंस कॉर्पोरेशन लिमिटेड, नई दिल्ली को मात्र बहीस लाख बासठ हजार पाँच सौ रुपये का समेकित स्टाम्प शुल्क अवधि करने की अनुमति प्रदान करती है जो उक्त निगम धारा 22 मार्च, 2002 को आबंटित मात्र तेतालीस करोड़ पचास लाख रुपये के समग्र मूल्य के 00000001 से 00004350 तक की विशिष्ट संख्या वाले छह पत्तों के स्वरूप वाले 8.85 प्रतिशत करावेद्य असुरक्षित विमोच्य अपरिवर्तनीय बंधपत्रों (2009)-XII श्रृंखला पर स्टाम्प शुल्क के कारण प्रभार्य है।

[सं. 31/2002/स्टाम्प/का. सं. 33/41/2002-षि. क.]

प्रार. जी. छावड़ा, अवर सचिव

ORDER

New Delhi, the 22nd May, 2002

STAMPS

S.O. 1865.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Power Finance Corporation Limited, New Delhi to pay consolidated stamp duty of rupees thirty two lakh sixty two thousand five hundred only chargeable on account of the stamp duty on 8.85 % Taxable Unsecured Redeemable Non-Convertible Bonds (2009)-XII Series in the nature of Debentures bearing distinctive numbers from 00000001 to 00004350 of rupees one lakh each aggregating to rupees forty three crore fifty lakh only allotted on 22nd March, 2002 by the said Corporation.

[No. 31/2002-Stamp/F. No. 33/41/2002-ST]

R. G. CHHABRA, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 15 अप्रैल, 2002

(आयकर)

का.आ. 1866:- आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) के उपखंड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा “श्री वत्ता देवस्थान द्रस्ट, अहमदनगर” को 2000-2001 से 2002-2003 तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखंड के प्रयोजनार्थ अधिसूचित करती है; अर्थात् :—

(i) कर निर्धारिती उक्तकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका मन्त्रयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;

(ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों में संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विविधिष्ठ किसी एक अथवा एक से अधिक हुग अथवा तरीकों से मिन्न तरीकों से उसकी निधि (जेवर जवाहिरात फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशाधान से मिन्न) का निवेदण नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;

(iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष/फाइल करेगा;

(v) सौसायटी के विषट्टन की स्थिति में अतिरिक्त राशियाँ और परिस्थितियाँ ममान उद्देश्यों वाले धर्मार्थ संगठन को दी जाएंगी।

[अधिसूचना सं. 86/2002/का.सं. 197/57/2002-आयकर नि.-1]

आई.पी.एस., बिन्दा, अवर सचिव

CENTRAL BOARD OF DIRECT TAXES
New Delhi, the 15th April, 2002
(INCOME TAX)

S.O. 1866.—In exercise of the powers conferred by the sub-clause (v) of clause (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Shree Datta Deosthan Trust, Ahmednagar" for the purpose of the said sub-clause for the assessment years 2000-2001 to 2002-2003 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous year's relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.
- (iv) the assessee will regularly file return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961.
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives.

[Notification No. 86/2002/F. No. 197/57/
2002-ITA-1]

I. P. S. BINDRA, Under Secy.

नई दिल्ली, 22 मई, 2002

(आयकर)

का.आ।.1867.—मासांश जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार अधिनिवित संगठन

को उनके नाम के सामने उल्लिखित अवधि के लिए आयकर नियमावली, 1962 के दियम 6 के साथ पठित आयकर अधिनियम, 1961 की धारा 35की उपधारा (i) के खंड (ii) के प्रयोजनार्थ "संघ" श्रेणी के अन्तर्गत निम्नलिखित शर्तों के अधीन अनुमोदित करती है :

- (i) अधिसूचित "संघ" अपने अनुसंधान कार्यकलापों के लिए अलग लेखा वहियों का रख-रखाव करेगा ;
- (ii) अधिसूचित "संघ" प्रत्येक वित्तीय वर्ष के लिए अपनी वैज्ञानिक अनुसंधान गतिविधियों की वार्षिक रिटर्न प्रत्येक 31 मई को अथवा उससे पहले सत्रिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग "टैबनोलाजी भवन" न्यू महरोली रोड, नई दिल्ली-110016 को प्रस्तुत करेगा ;
- (iii) अधिसूचित "संघ" केन्द्र सरकार की तरफ से नामोदिष्ट निर्धारण अधिकारी को आयकर की विवरण प्रस्तुत करने के अतिरिक्त अपने लेखा परीक्षित वार्षिक लेखों की एक प्रति तथा अपने अनुसंधान कार्यकलापों जिसके लिए आयकर अधिनियम, 1961 की धारा 35 की उपधारा (i) के अन्तर्गत छूट प्रदान की गई थी के संबंध में आय एवं ध्यय खाते की लेखा परीक्षा की भी एक प्रति संस्था पर अधिकार क्षेत्र वाले (क) आयकर महानिवेशक (छूट) 10 मिडिलटन रोड, पांचवां तल, कलकत्ता-700071 (ख) सत्रिव, वैज्ञानिक एवं औद्योगिक अनुसंधान विभाग तथा (ग) आयकर आयुक्त/आयकर निवेशक (छूट) को प्रत्येक वर्ष 31 अक्टूबर को अथवा उससे पहले प्रस्तुत करेगा :

क्रम अनुमोदित संगठन का नाम
सं.

अवधि जिसके लिए
अधिसूचना प्रभावी
है

मैसर्स डाइवीटीज रिसर्च सेंटर	1-4-2001 में
फाऊंडेशन, 4 मैन रोड, रोपा पुरम्,	31-3-2004
चेन्नई-600013	

टिप्पणी : अधिसूचित "संघ" को सलाह दी जाती है कि वे अनुमोदन के नवीनकरण के लिए तीन प्रतियों में और पहले ही अधिकार क्षेत्र वाले आयकर आयुक्त आयकर निवेशक (छूट) के माध्यम से केन्द्र सरकार को आवेदन करें। अनुमोदन के नवीनकरण के लिए आवेदन पत्र की तीभ प्रतियां, सत्रिव, वैज्ञानिक और औद्योगिक अनुसंधान विभाग को सीधे भेजी जाएंगी।

[अधिसूचना सं. 115/2002/फा. सं. 203/38/2001
आयकर नि.-II]

समाप्ति गुप्ता, निवेशक (आयकर नि.-II)

New Delhi, the 22nd May, 2002

(INCOME TAX)

S. O. 1867.—It is hereby notified for general information that the organisation mentioned below has been approved by the Central Government for the period mentioned against its name, for the purpose of clause (ii) of Sub-section (1) of Section 35 of the Income Tax Act, 1961, read with Rule 6 of the Income tax Rules, 1962 under the category "Association" subject to the following conditions :—

- (i) The notified Association shall maintain separate books of accounts for its research activities;
- (ii) The notified Association shall furnish the Annual Return of its scientific research activities to the Secretary, Department of Scientific and Industrial Research, 'Technology Bhawan', New Mehrauli Road, New Delhi 110016 for every financial year on or before 31st May of each year;
- "(iii) The notified Association shall submit, on behalf of the Central Government, to (a) the Director General of Income tax (Exemptions), 10, Middleton Row, 5th Floor, Kolkata 700071 (b) the Secretary, Department of Scientific & Industrial Research, and (c) the Commissioner of Income tax/Director of Income tax (Exemptions), having jurisdiction over the organisation, on or before the 31st October each year, a copy of its audited Annual Accounts and also a copy of audited Income & Expenditure Accounts in respect of its research activities for which exemption was granted under Sub section (1) of Section 35 of Income tax Act, 1961 in addition to the return of income tax to the designated assessing officer.

S. No.	Name of the organisation approved	Period for which Notification is effective
1.	M/s Diabetes Research Centre Foundation, 4, Main Road, Royapuram, Chennai 600013	1-4-2001 to 31-3-2004

Notes : The notified Association is advised to apply in triplicates and well in advance for renewal of the approval, to the Central Government through the Commissioner of Income tax/Director of Income tax (Exemptions) having jurisdiction.

Three copies of application for renewal of approval shall also be sent directly to the Secretary, Department of Scientific and Industrial Research.

[Notification No. 115/2002/F. No. 203/38/2001
ITA-II]

'SANDEEPTA GUPTA', Director (ITA-II)

नई दिल्ली, 27 मई, 2002

(आयकर)

का.आ. 1868.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23-ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केंद्रीय सरकार एवं द्वारा "इण्डिया पोलो प्रमोशन फाउण्डेशन, पूर्ववर्षी" को 1998-99 से 2000-2001 तक के कर निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है; अर्थात् :—

(i) कर-निर्धारिती उसकी आय का, इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन इस प्रकार के 'संचयन' हेतु उक्त खंड (23) द्वारा यथा संक्षेपित धारा II की उपधारा (2) और (3) के उपबंधों के अनुरूप पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है ;

(ii) कर-निर्धारिती उपर्युक्त कर-निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के द्वारा धारा II की उपधारा (5) में विविरित किसी एक अथवा एक से अधिक दो अथवा तरीकों से अन्त तरीकों से उसकी, निधि (जेवर-जयाहिरात, कल्पीनिवार अथवा किसी अन्य वस्तु, जिसे उपर्युक्त खंड (23) के तीसरे पुरस्तुक के अधीन बोर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा अनुरक्षित संचिलक अंशवान से भिन्न) का निवेदन नहीं करेगा अथवा उसे जमा नहीं करवाएगा;

(iii) कर-निर्धारिती इसके सदस्यों को किसी भी तरीके से उसकी आय के किसी भाग का संविस्तरण इससे सम्बद्ध किसी एस्टेसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा; और

(iv) यह अधिसूचना किसी ऐसी आय के संबंध में लाग नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अधिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकार्य नहीं रखी जाती हों।

[अधिसूचना सं. 118/2002/फा. सं. 196/9/2000-आयकर नि.-1]

माई.पी.एस... विनाया, अवधि, सचिव

New Delhi, the 27th May, 2002

उपभोक्ता मामले खात्य और सार्वजनिक वितरण मंत्रालय

(INCOME-TAX)

S.O. 1868.—In exercise of the powers conferred by clause (23) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “India Polo Promotion Foundation, Mumbai” for the purpose of the said clause for the assessment years 1998-99 to 2000-2001 subject to the following conditions namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-section (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article as may be notified by the Board under the third provision to the aforesaid clause (23) or any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainments of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 118/2002/F. No. 196/9/2000-ITA-I]

(आद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 21 मई, 2002

का.आ. 1869.—केन्द्रीय सरकार राजभाषा (संघ के ग्रासकीय प्रमोजसों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के प्रनुसार में उपभोक्ता मामले, खात्य और सार्वजनिक वितरण मंत्रालय (आद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खात्य नियम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवाद में हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है को अधिसूचित करती है :—

1. भारतीय खात्य विभाग,
जिला कार्यालय,
रोहतक
2. भारतीय खात्य नियम,
खात्य भंडारण डिपो,
सफीदों
3. भारतीय खात्य नियम,
खात्य भंडारण डिपो,
नरवाना
4. भारतीय खात्य नियम,
खात्य भंडारण डिपो,
सोनीपत
5. भारतीय खात्य नियम,
खात्य भंडारण डिपो,
गोहाना
6. भारतीय खात्य नियम,
खात्य भंडारण डिपो,
रोहतक
7. भारतीय खात्य नियम,
खात्य भंडारण डिपो,
जीन्द
8. भारतीय खात्य नियम,
धेत्रीय कार्यालय
देहरादून

[सं. ई-11011/1/2001-हिन्दी]

रजनी राजदान, संयुक्त सचिव

I. P. S. BINDRA, Under Secy.

**MINISTRY OF CONSUMER AFFAIRS, FOOD
AND PUBLIC DISTRIBUTION**

(Department of Food & Public Distribution)

New Delhi, the 21st May, 2002

S.O. 1869.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for Official Purpose of the Union) Rules, 1976 the Central Government hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food and Public Distribution (Dept. of Food and Public Distribution), where of more than 80 per cent of staff have acquired the working knowledge of Hindi :

1. Food Corporation of India,
Distt. Office,
Rohtak
2. Food Corporation of India,
Food Storage Depot,
Safidon

3. Food Corporation of India,
Food Storage Depot,
Narwana.
4. Food Corporation of India,
Food Storage Depot,
Sonepat
5. Food Corporation of India,
Food Storage Depot,
Gohana
6. Food Corporation of India,
Food Storage Depot,
Rohtak
7. Food Corporation of India,
Food Storage Depot,
Jind
8. Food Corporation of India,
Regional Office,
Dehradun.

[No. E-11011/1/2001-Hindi]

RAJNI RAZDAN, Jt. Secy.

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 27 मई, 2020

का.आ. 1870.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ब) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

ऋग्म संशोधित भारतीय मानक की संख्या और वर्ष
संख्या

संशोधन की संख्या और तिथि

संशोधन लागू हो ने की
तिथि

1	2	3	4
1. आईएस 75 : 1973	संशोधन सं. 4, मार्च 2002	2002-03-31	
2. आईएस 277 : 1992	संशोधन सं. 4, मार्च 2002	2002-03-31	
3. आईएस 302-2-35 (1993)	संशोधन सं. 1, मार्च 2002	2002-03-31	
4. आईएस 302-2-207 : 1994	संशोधन सं. 1, मार्च 2002	2002-03-31	
5. आईएस 374 : 1979	संशोधन सं. 6, मार्च 2002	2002-03-31	
6. आईएस 435 : 1973	संशोधन सं. 4, मार्च 2002	2002-03-31	
7. आईएस 542 : 1968	संशोधन सं. 4, मार्च 2002	2002-03-31	
8. आईएस 543 : 1968	संशोधन सं. 6, मार्च 2002	2002-03-31	
9. आईएस 554 : 1968	संशोधन सं. 4, मार्च 2002	2002-03-31	
10. आईएस 545 : 1984	संशोधन सं. 3, मार्च 2002	2002-03-31	
11. आईएस 546 : 1975	संशोधन सं. 5, मार्च 2002	2002-03-31	

[प्राप्ति 11-काल 3 (ii)]

(1) (2)

(3)

(4)

12. आईएस 547: 1968	संशोधन सं. 5, मार्च 2002	2002-03-31
13. आईएस 648: 1994	संशोधन सं. 3, मार्च 2002	2002-03-31
14. आईएस 875 (भाग 3): 1987	संशोधन सं. 2, मार्च 2002	2002-03-31
15. आईएस 940: 1989	संशोधन सं. 1, मार्च 2002	2002-03-31
16. आईएस 1891 (भाग 2): 1993	संशोधन सं. 2, मार्च 2002	2002-03-31
17. आईएस 1891 (भाग 3): 1988	संशोधन सं. 2, मार्च 2002	2002-03-31
18. आईएस 2036: 1995	संशोधन सं. 1, मार्च 2002	2002-03-31
19. आईएस 2372: 1991	संशोधन सं. 2, मार्च 2002	2002-03-31
20. आईएस 2512: 1978	संशोधन सं. 3, मार्च 2002	2002-03-31
21. आईएस 2556 (भाग 1): 1994	संशोधन सं. 4, मार्च 2002	2002-03-31
22. आईएस 2796: 2000	संशोधन सं. 1, जनवरी 2002	2002-01-31
23. आईएस 2850: 1983	संशोधन सं. 1, मार्च 2002	2002-03-31
24. आईएस 2878: 1986	संशोधन सं. 3, मार्च 2002	2002-03-31
25. आईएस 3055 (भाग 1): 1994	संशोधन सं. 1, मार्च 2002	2002-03-31
26. आईएस 3055 (भाग 2): 1994	संशोधन सं. 2, अप्रैल 2002	2002-04-30
27. आईएस 3099 (भाग 1 व 2): 1992	संशोधन सं. 3, मार्च 2002	2002-03-31
28. आईएस 3302: 1986	संशोधन सं. 2, मार्च 2002	2002-03-31
29. आईएस 3448: 1984	संशोधन सं. 3, मार्च 2002	2002-03-31
30. आईएस 3490: 1965	संशोधन सं. 4, मार्च 2002	2002-03-31
31. आईएस 3491: 1965	संशोधन सं. 5, मार्च 2002	2002-03-31
32. आईएस 3769: 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
33. आईएस 3771: 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
34. आईएस 3778: 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
35. आईएस 3779: 1994	संशोधन सं. 1, मार्च 2002	2002-03-31
36. आईएस 3901: 1975	संशोधन सं. 2, मार्च 2002	2002-03-31
37. आईएस 4011: 1997	संशोधन सं. 1, मार्च 2002	2002-03-31
38. आईएस 4031 (भाग 6): 1988	संशोधन सं. 2, मार्च 2002	2002-03-31
39. आईएस 4040: 1998	संशोधन सं. 1, मार्च 2002	2002-03-31
40. अन्विएस 4055: 1966	संशोधन सं. 5, मार्च 2002	2002-03-31
41. आईएस 4106: 1994	संशोधन सं. 1, मार्च 2002	2002-03-31
42. आईएस 4276: 1977	संशोधन सं. 3, मार्च 2002	2002-03-31
43. आईएस 4277: 1975	संशोधन सं. 4, मार्च 2002	2002-03-31
44. आईएस 4335: 1985	संशोधन सं. 1, मार्च 2002	2002-03-31
45. आईएस 4355: 1977	संशोधन सं. 1, मार्च 2002	2002-03-31
46. आईएस 4570 (भाग 1/खंड 1): 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
47. आईएस 4572: 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
48. आईएस 4766: 1982	संशोधन सं. 3, मार्च 2002	2002-03-31
49. आईएस 4770: 1991	संशोधन सं. 1, फरवरी 2002	2002-02-28
50. आईएस 5175: 1992	संशोधन सं. 2, मार्च 2002	2002-03-31
51. आईएस 5190: 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
52. आईएस 5285: 1998	संशोधन सं. 1, मार्च 2002	2002-03-31
53. आईएस 5356: 1983	संशोधन सं. 1, मार्च 2002	2002-03-31
54. आईएस 5637: 1970	संशोधन सं. 2, मार्च 2002	2002-03-31
55. आईएस 5966: 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
56. आईएस 6234: 1986	संशोधन सं. 2, मार्च 2002	2002-03-31
57. आईएस 6272: 1987	संशोधन सं. 2, मार्च 2002	2002-03-31

(1)	(2)	(3)	(4)
58.	आईएस 6551 : 1992	संशोधन सं. 3, मार्च 2002	2002-03-31
59.	आईएस 6616 : 1982	संशोधन सं. 1, मार्च 2002	2002-03-31
60.	आईएस 6818 : 1973	संशोधन सं. 1, मार्च 2002	2002-03-31
61.	आईएस 6821 : 1973	संशोधन सं. 2, मार्च 2002	2002-03-31
62.	आईएस 7181 : 1986	संशोधन सं. 2, मार्च 2002	2002-03-31
63.	आईएस 7278 : 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
64.	आईएस 7312 : 1993	संशोधन सं. 2, मार्च 2002	2002-03-31
65.	आईएस 7328 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
66.	आईएस 7359 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
67.	आईएस 7360 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
68.	आईएस 7375 : 1979	संशोधन सं. 2, मार्च 2002	2002-03-31
69.	आईएस 7532 : 1974	संशोधन सं. 4, मार्च 2002	2002-03-31
70.	आईएस 8111 : 1986	संशोधन सं. 2, मार्च 2002	2002-03-31
71.	आईएस 8193 : 1976	संशोधन सं. 1, मार्च 2002	2002-03-31
72.	आईएस 8194 : 1976	संशोधन सं. 1, मार्च 2002	2002-03-31
73.	आईएस 8195 : 1976	संशोधन सं. 1, मार्च 2002	2002-03-31
74.	आईएस 8196 : 1976	संशोधन सं. 1, मार्च 2002	2002-03-31
75.	आईएस 8323 : 1977	संशोधन सं. 3, मार्च 2002	2002-03-31
76.	आईएस 8361 ई : 1977	संशोधन सं. 3, मार्च 2002	2002-03-31
77.	आईएस 8500 : 1991	संशोधन सं. 4, मार्च 2002	2002-03-31
78.	आईएस 8591 : 1980	संशोधन सं. 2, मार्च 2002	2002-03-31
79.	आईएस 8708 : 1978	संशोधन सं. 3, मार्च 2002	2002-03-31
80.	आईएस 8879 : 1980	संशोधन सं. 2, मार्च 2002	2002-03-31
81.	आईएस 9231 : 1979	संशोधन सं. 2, मार्च 2002	2002-03-31
82.	आईएस 9316 (भाग 2) : 1987	संशोधन सं. 1, मार्च 2002	2002-03-31
83.	आईएस 9316 (भाग 3) : 1987	संशोधन सं. 1, मार्च 2002	2002-03-31
84.	आईएस 9458 : 1994	संशोधन सं. 2, मार्च 2002	2002-03-31
85.	आईएस 9537 (भाग 2) : 1981	संशोधन सं. 3, मार्च 2002	2002-03-31
86.	आईएस 9537 (भाग 3) : 1983	संशोधन सं. 3, मार्च 2002	2002-03-31
87.	आईएस 9786 : 1981	संशोधन सं. 1, मार्च 2002	2002-03-31
88.	आईएस 10103 : 1982	संशोधन सं. 3, मार्च 2002	2002-03-31
89.	आईएस 10151 : 1982	संशोधन सं. 4, मार्च 2002	2002-03-31
90.	आईएस 10244 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
91.	आईएस 10322 (भाग 5/खंड 1) : 1985	संशोधन सं. 2, मार्च 2002	2002-03-31
92.	आईएस 10322 (भाग 5/खंड 3) : 1987	संशोधन सं. 2, मार्च 2002	2002-03-31
93.	आईएस 10658 : 1999	संशोधन सं. 1, मार्च 2002	2002-03-31
94.	आईएस 10748 : 1995	संशोधन सं. 4, मार्च 2002	2002-03-31
95.	आईएस 10758 : 1983	संशोधन सं. 1, मार्च 2002	2002-03-31
96.	आईएस 11069 : 1984	संशोधन सं. 2, मार्च 2002	2002-03-31
97.	आईएस 11087 : 1986	संशोधन सं. 2, मार्च 2002	2002-03-31
98.	आईएस 11551 : 1996	संशोधन सं. 1, मार्च 2002	2002-03-31
99.	आईएस 11673 : 1992	संशोधन सं. 3, मार्च 2002	2002-03-31
100.	आईएस 11833 : 1986	संशोधन सं. 1, मार्च 2002	2002-03-31
101.	आईएस 11995 : 1987	संशोधन सं. 2, मार्च 2002	2002-03-31

(1)	(2)	(3)	(4)
102.	आईएस 12035 : 1986	संशोधन सं. 1, मार्च 2002	2002-03-31
103.	आईएस 12187 : 1987	संशोधन सं. 1, मार्च 2002	2002-03-31
104.	आईएस 12225 : 1997	संशोधन सं. 2, मार्च 2002	2002-03-31
105.	आईएस 12229 : 1987	संशोधन सं. 1, मार्च 2002	2002-03-31
106.	आईएस 13262 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
107.	आईएस 13340 : 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
108.	आईएस 13370 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
109.	आईएस 13385 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
110.	आईएस 13386 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
111.	आईएस 13440 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
112.	प्राईएस 13447 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
113.	प्राईएस 13513 : 1992	संशोधन सं. 1, मार्च 2002	2002-03-31
114.	प्राईएस 13680 : 1993	संशोधन सं. 2, मार्च 2002	2002-03-31
115.	प्राईएस 13741 (भाग 5) : 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
116.	प्राईएस 13742 (भाग 2) : 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
117.	प्राईएस 13760 : 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
118.	प्राईएस 13801 : 1993	संशोधन सं. 3, मार्च 2002	2002-03-31
119.	प्राईएस 13914 : 1993	संशोधन सं. 1, मार्च 2002	2002-03-31
120.	प्राईएस 13920 : 1993	संशोधन सं. 2, मार्च 2002	2002-03-31
121.	प्राईएस 13965 : 1994	संशोधन सं. 1, मार्च 2002	2002-03-31
122.	प्राईएस 14182 : 1994	संशोधन सं. 1, मार्च 2002	2002-03-31
123.	प्राईएस 14220 : 1994	संशोधन सं. 4, मार्च 2002	2002-03-31
124.	प्राईएस 14300 : 1995	संशोधन सं. 2, मार्च 2002	2002-03-31
125.	प्राईएस 14364 : 1996	संशोधन सं. 1, मार्च 2002	2002-03-31
126.	प्राईएस 14387 : 1996	संशोधन सं. 1, मार्च 2002	2002-03-31
127.	प्राईएस 14535 : 1998	संशोधन सं. 1, मार्च 2002	2002-03-31

इन संशोधनों की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह अकर मार्ग, नई दिल्ली 110002, भेदीय कार्यालयों मई दिल्ली, कोलकाता, अण्डीगढ़, चेस्सई, मुम्बई तथा शाखा कार्यालयों प्रहमदाबाद, बंगलौर, भोपाल, भुबनेश्वर, कोयम्बत्तूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुनन्तपुरम में विकी हेतु उपलब्ध हैं।

[सं. के प्र. वि / 13 : 5]

हरचरण सिंह, अपर महानिदेशक

MINISTRY OF CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)
BUREAU OF INDIAN STANDARDS

New Delhi, the 27th May, 2002

S.O. 1870.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notified that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued.

(1)	(2)	(3)	(4)
1.	IS 75 : 1973	Amendment No. 4 March 2002	2002-03-31
2.	IS 277 : 1992	Amendment No. 4 March 2002	2002-03-31
3.	IS 302-2-35 : 1993	Amendment No. 1 March 2002	2002-03-31
4.	IS 302-2-207 : 1994	Amendment No. 1 March 2002	2002-03-31
5.	IS 374 : 1979	Amendment No. 6 March 2002	2002-03-31

(1)	(2)	(3)	(4)
6.	IS 435 : 1973	Amendment No. 4 March 2002	2002-03-31
7.	IS 542 : 1968	Amendment No. 4 March 2002	2002-03-31
8.	IS 543 : 1968	Amendment No. 6 March 2002	2002-03-31
9.	IS 544 : 1968	Amendment No. 4 March 2002	2002-03-31
10.	IS 545 : 1984	Amendment No. 3 March 2002	2002-03-31
11.	IS 546 : 1975	Amendment No. 5 March 2002	2002-03-31
12.	IS 547 : 1968	Amendment No. 5 March 2002	2002-03-31
13.	IS 648 : 1994	Amendment No. 3 March 2002	2002-03-31
14.	IS 875 (Pt 3) : 1987	Amendment No. 2 March 2002	2002-03-31
15.	IS 940 : 1989	Amendment No. 1 March 2002	2002-03-31
16.	IS 1891 (Pt 2) : 1993	Amendment No. 2 March 2002	2002-03-31
17.	IS 1891 (Pt 3) : 1988	Amendment No. 2 March 2002	2002-03-31
18.	IS 2036 : 1995	Amendment No. 1 March 2002	2002-03-31
19.	IS 2372 : 1991	Amendment No. 2 March 2002	2002-03-31
20.	IS 2512 : 1978	Amendment No. 3 March 2002	2002-03-31
21.	IS 2556 (Pt 1) : 1994	Amendment No. 4 March 2002	2002-03-31
22.	IS 2796 : 2000	Amendment No. 1 January 2002	2002-01-31
23.	IS 2850 : 1983	Amendment No. 1 March 2002	2002-03-31
24.	IS 2878 : 1986	Amendment No. 3 March 2002	2002-03-31
25.	IS 3055 (Pt 1) : 1994	Amendment No. 1 March 2002	2002-03-31
26.	IS 3055 (Pt 2) : 1994	Amendment No. 2 April 2002	2002-04-30
27.	IS 3099 (Pt 1 & 2) : 1992	Amendment No. 3 March 2002	2002-03-31
28.	IS 3302 : 1986	Amendment No. 2 March 2002	2002-03-31
29.	IS 3448 : 1984	Amendment No. 3 March 2002	2002-03-31
30.	IS 3490 : 1965	Amendment No. 4 March 2002	2002-03-31
31.	IS 3491 : 1965	Amendment No. 5 March 2002	2002-03-31
32.	IS 3769 : 1993	Amendment No. 1 March 2002	2002-03-31
33.	IS 3771 : 1993	Amendment No. 1 March 2002	2002-03-31
34.	IS 3778 : 1993	Amendment No. 1 March 2002	2002-03-31
35.	IS 3779 : 1994	Amendment No. 1 March 2002	2002-03-31
36.	IS 3901 : 1975	Amendment No. 2 March 2002	2002-03-31
37.	IS 4011 : 1997	Amendment No. 1 March 2002	2002-03-31
38.	IS 4031 (Pt 6) : 1988	Amendment No. 2 March 2002	2002-03-31
39.	IS 4040 : 1998	Amendment No. 1 March 2002	2002-03-31
40.	IS 4055 : 1966	Amendment No. 5 March 2002	2002-03-31
41.	IS 4106 : 1994	Amendment No. 1 March 2002	2002-03-31
42.	IS 4276 : 1977	Amendment No. 3 March 2002	2002-03-31
43.	IS 4277 : 1975	Amendment No. 4 March 2002	2002-03-31
44.	IS 4335 : 1985	Amendment No. 1 March 2002	2002-03-31
45.	IS 4355 : 1977	Amendment No. 1 March 2002	2002-03-31
46.	IS 4570 (Pt 13/Sec 1) : 1993	Amendment No. 1 March 2002	2002-03-31
47.	IS 4572 : 1992	Amendment No. 1 March 2002	2002-03-31
48.	IS 4766 : 1982	Amendment No. 3 March 2002	2002-03-31
49.	IS 4770 : 1991	Amendment No. 1 February 2002	2002-02-28
50.	IS 5175 : 1992	Amendment No. 2 March 2002	2002-03-31
51.	IS 5190 : 1993	Amendment No. 1 March 2002	2002-03-31
52.	IS 5285 : 1998	Amendment No. 1 March 2002	2002-03-31
53.	IS 5356 : 1983	Amendment No. 1 March 2002	2002-03-31

(1)	(2)	(3)	(4)
54.	IS 5637 : 1970	Amendment No. 2 March 2002	2002-03-31
55.	IS 5966 : 1993	Amendment No. 1 March 2002	2002-03-31
56.	IS 6234 : 1986	Amendment No. 2 March 2002	2002-03-31
57.	IS 6272 : 1987	Amendment No. 2 March 2002	2002-03-31
58.	IS 6551 : 1992	Amendment No. 3 March 2002	2002-03-31
59.	IS 6616 : 1982	Amendment No. 1 March 2002	2002-03-31
60.	IS 6818 : 1973	Amendment No. 1 March 2002	2002-03-31
61.	IS 6821 : 1973	Amendment No. 2 March 2002	2002-03-31
62.	IS 7181 : 1986	Amendment No. 2 March 2002	2002-03-31
63.	IS 7278 : 1993	Amendment No. 1 March 2002	2002-03-31
64.	IS 7312 : 1993	Amendment No. 2 March 2002	2002-03-31
65.	IS 7328 : 1992	Amendment No. 1 March 2002	2002-03-31
66.	IS 7359 : 1992	Amendment No. 1 March 2002	2002-03-31
67.	IS 7360 : 1992	Amendment No. 1 March 2002	2002-03-31
68.	IS 7375 : 1979	Amendment No. 2 March 2002	2002-03-31
69.	IS 7532 : 1974	Amendment No. 4 March 2002	2002-03-31
70.	IS 8111 : 1986	Amendment No. 2 March 2002	2002-03-31
71.	IS 8193 : 1976	Amendment No. 1 March 2002	2002-03-31
72.	IS 8194 : 1976	Amendment No. 1 March 2002	2002-03-31
73.	IS 8195 : 1976	Amendment No. 1 March 2002	2002-03-31
74.	IS 8196 : 1976	Amendment No. 1 March 2002	2002-03-31
75.	IS 8323 : 1977	Amendment No. 3 March 2002	2002-03-31
76.	IS 8361E : 1977	Amendment No. 3 March 2002	2002-03-31
77.	IS 8500 : 1991	Amendment No. 4 March 2002	2002-03-31
78.	IS 8591 : 1980	Amendment No. 2 March 2002	2002-03-31
79.	IS 8708 : 1978	Amendment No. 3 March 2002	2002-03-31
80.	IS 8879 : 1980	Amendment No. 2 March 2002	2002-03-31
81.	IS 9231 : 1979	Amendment No. 2 March 2002	2002-03-31
82.	IS 9316 (Pt 2) : 1987	Amendment No. 1 March 2002	2002-03-31
83.	IS 9316 (Pt 3) : 1987	Amendment No. 1 March 2002	2002-03-31
84.	IS 9458 : 1994	Amendment No. 2 March 2002	2002-03-31
85.	IS 9537 (Pt 2) : 1981	Amendment No. 3 March 2002	2002-03-31
86.	IS 9537 (Pt 3) : 1983	Amendment No. 3 March 2002	2002-03-31
87.	IS 9786 : 1981	Amendment No. 1 March 2002	2002-03-31
88.	IS 10103 : 1982	Amendment No. 3 March 2002	2002-03-31
89.	IS 10151 : 1982	Amendment No. 4 March 2002	2002-03-31
90.	IS 10244 : 1992	Amendment No. 1 March 2002	2002-03-31
91.	IS 10322 (Pt 5/Sec 1) : 1985	Amendment No. 2 March 2002	2002-03-31
92.	IS 10322 (Pt 5/Sec 3) : 1987	Amendment No. 2 March 2002	2002-03-31
93.	IS 10658 : 1999	Amendment No. 1 March 2002	2002-03-31
94.	IS 10748 : 1995	Amendment No. 4 March 2002	2002-03-31
95.	IS 10758 : 1983	Amendment No. 1 March 2002	2002-03-31
96.	IS 11069 : 1984	Amendment No. 2 March 2002	2002-03-31
97.	IS 11087 : 1986	Amendment No. 2 March 2002	2002-03-31
98.	IS 11551 : 1996	Amendment No. 1 March 2002	2002-03-31
99.	IS 11673 : 1992	Amendment No. 3 March 2002	2002-03-31
100.	IS 11833 : 1986	Amendment No. 1 March 2002	2002-03-31
101.	IS 11995 : 1987	Amendment No. 2 March 2002	2002-03-31
102.	IS 12035 : 1986	Amendment No. 1 March 2002	2002-03-31
103.	IS 12187 : 1987	Amendment No. 1 March 2002	2002-03-31
104.	IS 12225 : 1997	Amendment No. 2 March 2002	2002-03-31
105.	IS 12220 : 1987	Amendment No. 1 March 2002	2002-03-31

(1)	(2)	(3)	(4)
106.	IS 13262 : 1992	Amendment No. 1 March 2002	2002-03-31
107.	IS 13340 : 1993	Amendment No. 1 March 2002	2002-03-31
108.	IS 13370 : 1992	Amendment No. 1 March 2002	2002-03-31
109.	IS 13385 : 1992	Amendment No. 1 March 2002	2002-03-31
110.	IS 13386 : 1992	Amendment No. 1 March 2002	2002-03-31
111.	IS 13440 : 1992	Amendment No. 1 March 2002	2002-03-31
112.	IS 13447 : 1992	Amendment No. 1 March 2002	2002-03-31
113.	IS 13513 : 1992	Amendment No. 2 March 2002	2002-03-31
114.	IS 13680 : 1993	Amendment No. 1 March 2002	2002-03-31
115.	IS 13741 (Pt 5) : 1993	Amendment No. 1 March 2002	2002-03-31
116.	IS 13742 (Pt 2) : 1993	Amendment No. 1 March 2002	2002-03-31
117.	IS 13760 : 1993	Amendment No. 1 March 2002	2002-03-31
118.	IS 13801 : 1993	Amendment No. 3 March 2002	2002-03-31
119.	IS 13914 : 1999	Amendment No. 1 March 2002	2002-03-31
120.	IS 13920 : 1993	Amendment No. 2 March 2002	2002-03-31
121.	IS 13065 : 1994	Amendment No. 1 March 2002	2002-03-31
122.	IS 14182 : 1984	Amendment No. 1 March 2002	2002-03-31
123.	IS 14220 : 1994	Amendment No. 4 March 2002	2002-03-31
124.	IS 14300 : 1995	Amendment No. 2 March 2002	2002-03-31
125.	IS 14364 : 1996	Amendment No. 1 March 2002	2002-03-31
126.	IS 14387 : 1996	Amendment No. 1 March 2002	2002-03-31
127.	IS 14535 : 1998	Amendment No. 1 March 2002	2002-03-31

Copy of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi—110 002 and Regional Offices : New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD/13 : 5]

HARCHARAN SINGH, Addl. Director Genl.

नई दिल्ली, 30 मई, 2002

का.आ. 1871--भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतदद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1	2	3	4
1.	आईएस 280 : 1978	संशोधन सं. 2, अप्रैल 2002	2002-04-30
2.	आईएस 285 : 1992	संशोधन सं. 3, मार्च 2002	2002-03-31
3.	आईएस 302-2-4 (1993)	संशोधन सं. 1, अप्रैल 2002	2002-04-30
4.	आईएस 302-2-6 (1993)	संशोधन सं. 1, अप्रैल 2002	2002-04-30
5.	आईएस 302-2-7 (1994)	संशोधन सं. 2, अप्रैल 2002	2002-04-30
6.	आईएस 302 (भाग 2/अनु. 8) : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
7.	आईएस 302-2-9 (1993)	संशोधन सं. 1, अप्रैल 2002	2002-04-30
8.	आईएस 302-2-11 (1994)	संशोधन सं. 1, मार्च 2002	2002-03-31
9.	आईएस 302-2-12 (1993)	संशोधन सं. 1, मार्च 2002	2002-03-31
10.	आईएस 302-2-13 (1994)	संशोधन सं. 1, अप्रैल 2002	2002-04-30
11.	आईएस 302-2-14 (1994)	संशोधन सं. 1, अप्रैल 2002	2002-04-30
12.	आईएस 302-2-15 (1993)	संशोधन सं. 1, अप्रैल 2002	2002-04-30

1	2	3	4
13.	आईएस 302-2-21 (1992)	संशोधन सं. 4, अप्रैल 2002	2002-04-30
14.	आईएस 302-2-25 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
15.	आईएस 302-2-26 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
16.	आईएस 302-2-30 : 1992	संशोधन सं. 5, अप्रैल 2002	2002-04-30
17.	आईएस 302 (भाग 2/अनु 32) : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
18.	आईएस 302-2-45 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
19.	आईएस 302-2-202 : 1992	संशोधन सं. 2, अप्रैल 2002	2002-04-30
20.	आईएस 302-2-203 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
21.	आईएस 302-2-204 : 1993	संशोधन सं. 1, अप्रैल 2002	2002-04-30
22.	आईएस 302-2-205 : 1994	संशोधन सं. 1, मई 2002	2002-05-31
23.	आईएस 302-2-206 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
24.	आईएस 302-2-208 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30
25.	आईएस 302-2-209 : 1994	संशोधन सं. 2, अप्रैल 2002	2002-04-30
26.	आईएस 837 : 1982	संशोधन सं. 1, अप्रैल 2002	2002-04-30
27.	आईएस 1079 : 1994	संशोधन सं. 3, अप्रैल 2002	2002-04-30
28.	आईएस 1538 : 1993	संशोधन सं. 1, अप्रैल 2002	2002-04-30
29.	आईएस 1660 (भाग 1) : 1982	संशोधन सं. 5, अप्रैल 2002	2002-04-30
30.	आईएस 1830 : 1982	संशोधन सं. 2, अप्रैल 2002	2002-04-30
31.	आईएस 2705 (भाग 1) : 1992	संशोधन सं. 2, अप्रैल 2002	2002-04-30
32.	आईएस 2741 : 1989	संशोधन सं. 1, मार्च 2002	2002-03-31
33.	आईएस 3770 : 1994	संशोधन सं. 1, मार्च 2002	2002-03-31
34.	आईएस 3777 : 1994	संशोधन सं. 2, मार्च 2002	2002-03-31
35.	आईएस 3986 : 1988	संशोधन सं. 1, अप्रैल 2002	2002-04-30
36.	आईएस 4213 : 1991	संशोधन सं. 1, अप्रैल 2002	2002-04-30
37.	आईएस 4326 : 1993	संशोधन सं. 2, अप्रैल 2002	2002-04-30
38.	आईएस 4527 : 1968	संशोधन सं. 1, मार्च 2002	2002-03-31
39.	आईएस 5438 : 1977	संशोधन सं. 1, मार्च 2002	2002-03-31
40.	आईएस 6068 : 1992	संशोधन सं. 1, अप्रैल 2002	2002-04-30
41.	आईएस 6784 : 1996	संशोधन सं. 1, मार्च 2002	2002-03-31
42.	आईएस 7362 : 1986	संशोधन सं. 1, मार्च 2002	2003-03-31
43.	आईएस 7364 : 1986	संशोधन सं. 1, मार्च 2002	2002-03-31
44.	आईएस 7368 : 1990	संशोधन सं. 1, अप्रैल 2002	2002-04-30
45.	आईएस 7497 : 1985	संशोधन सं. 1, अप्रैल 2002	2002-04-30
46.	आईएस 10146 : 1982	संशोधन सं. 1, मार्च 2002	2002-03-31
47.	आईएस 10523 : 1983	संशोधन सं. 4, मार्च 2002	2002-03-31
48.	आईएस 11303 : 1985	संशोधन सं. 3, अप्रैल 2002	2002-04-30
49.	आईएस 11887 : 1986	संशोधन सं. 1, मार्च 2002	2002-03-31
50.	आईएस 11903 : 1986	संशोधन सं. 1, अप्रैल 2002	2002-04-30
51.	आईएस 12313 : 1988	संशोधन सं. 1, अप्रैल 2002	2002-04-30
52.	आईएस 12600 : 1989	संशोधन सं. 5, अप्रैल 2002	2002-04-30
53.	आईएस 12769 : 1989	संशोधन सं. 2, अप्रैल 2002	2002-04-30
54.	आईएस 12915 : 1990	संशोधन सं. 4, अप्रैल 2002	2002-04-30
55.	आईएस 13441 : 1992	संशोधन सं. 1, अप्रैल 2002	2002-04-30
56.	आईएस 13740 : 1993	संशोधन सं. 2, मार्च 2002	2002-03-31
57.	आईएस 13827 : 1993	संशोधन सं. 2, अप्रैल 2002	2002-04-30
58.	आईएस 13828 : 1993	संशोधन सं. 2, अप्रैल 2002	2002-04-30
59.	आईएस 13935 : 1993	संशोधन सं. 1, अप्रैल 2002	2002-04-30
60.	आईएस 14204 : 1994	संशोधन सं. 1, अप्रैल 2002	2002-04-30

इन संशोधनों की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली 110002, अंतर्राष्ट्रीय कार्यालयों नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों श्रहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, फटना, पूणे तथा तिरुवनन्तपुरम में विकी हेतु उपलब्ध हैं।

[सं. के प्र. वि/13 : 5]

हरचरण निह, अपर महानिवेशक

New Delhi, the 30th May, 2002

S.O. 1871.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules 1987, the Bureau of Indian Standards hereby notified that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued.

1	2	3	4
1. IS 280:1978		Amendment No. 2, April 2002	2002-04-30
2. IS 265 : 1992		Amendment No. 3, March 2002	2002-03-31
3. IS 302-2-4 : 1993		Amendment No. 1, April 2002	2002-04-30
4. IS 302-2-6 : 1993		Amendment No. 1, April 2002	2002-04-30
5. IS 302-2-7 : 1994		Amendment No. 2, April 2002	2002-04-30
6. IS 302-2-8 : 1994		Amendment No. 1, April 2002	2002-04-30
7. IS 302-2-9 : 1993		Amendment No. 1, April 2002	2002-04-30
8. IS 302-2-11 : 1994		Amendment No. 1, March 2002	2002-03-31
9. IS 302-2-12 : 1993		Amendment No. 1, March 2002	2002-03-31
10. IS 302-2-13 : 1994		Amendment No. 1, April 2002	2002-04-30
11. IS 302-2-14 : 1994		Amendment No. 1, April 2002	2002-04-30
12. IS 302-2-15 : 1993		Amendment No. 1, April 2002	2002-04-30
13. IS 302-2-21 : 1992		Amendment No. 4, April 2002	2002-04-30
14. IS 302-2-25 : 1994		Amendment No. 1, April 2002	2002-04-30
15. IS 302-2-26 : 1994		Amendment No. 1, April 2002	2002-04-30
16. IS 302-2-30 : 1992		Amendment No. 5, April 2002	2002-04-30
17. IS 302-2-32 : 1994		Amendment No. 1, April 2002	2002-04-30
18. IS 302-2-45 : 1994		Amendment No. 1, April 2002	2002-04-30
19. IS 302-2-202 : 1992		Amendment No. 2, April 2002	2002-04-30
20. IS 302-2-203 : 1994		Amendment No. 1, April 2002	2002-04-30
21. IS 302-2-204 : 1993		Amendment No. 1, April 2002	2002-04-30
22. IS 302-2-205 : 1994		Amendment No. 1, May 2002	2002-05-31
23. IS 302-2-206 : 1994		Amendment No. 1, April 2002	2002-04-30
24. IS 302-2-208 : 1994		Amendment No. 1, April 2002	2002-04-30
25. IS 302-2-209 : 1994		Amendment No. 2, April 2002	2002-04-30
26. IS 837 : 1982		Amendment No. 1, April 2002	2002-04-30
27. IS 1079 : 1994		Amendment No. 3, April 2002	2002-04-30
28. IS 1538 : 1993		Amendment No. 1, April 2002	2002-04-30
29. IS 1660(Pt.1) : 1982		Amendment No. 5, April 2002	2002-04-30
30. IS 1830 : 1982		Amendment No. 2, April 2002	2002-04-30
31. IS 2705(Pt.1) : 1992		Amendment No. 2, April 2002	2002-04-30
32. IS 2741 : 1989		Amendment No. 1, March 2002	2002-03-31
33. IS 3770 : 1994		Amendment No. 1, March 2002	2002-03-31
34. IS 3777 : 1994		Amendment No. 2, March 2002	2002-03-31
35. IS 3986 : 1988		Amendment No. 1, April 2002	2002-04-30
36. IS 4213 : 1991		Amendment No. 1, April 2002	2002-04-30
37. IS 4326 : 1993		Amendment No. 2, April 2002	2002-04-30
38. IS 4527 : 1968		Amendment No. 1, March 2002	2002-03-31
39. IS 5438 : 1977		Amendment No. 1, March 2002	2002-03-31
40. IS 6068 : 1992		Amendment No. 1, April 2002	2002-04-30
41. IS 6784 : 1996		Amendment No. 1, March 2002	2002-03-31
42. IS 7362 : 1986		Amendment No. 1, March 2002	2002-03-31
43. IS 7364 : 1986		Amendment No. 1, March 2002	2002-03-31

44. IS 7368 : 1990	Amendment No. 1, April 2002	2002-04-30
45. IS 7497 : 1985	Amendment No. 1, April 2002	2002-04-30
46. IS 10146 : 1982	Amendment No. 1, March 2002	2002-03-31
47. IS 10523 : 1983	Amendment No. 4, March 2002	2002-03-31
48. IS 11303 : 1985	Amendment No. 3, April 2002	2002-04-30
49. IS 11887 : 1986	Amendment No. 1, March 2002	2002-03-31
50. Id 11903 : 1986	Amendment No. 1, April 2002	2002-04-30
51. IS 12313 : 1988	Amendment No. 1, April 2002	2002-04-30
52. IS 12600 : 1989	Amendment No. 5, April 2002	2002-04-30
53. IS 12769 : 1989	Amendment No. 2, April 2002	2002-04-30
54. IS 12915 : 1990	Amendment No. 4, April 2002	2002-04-30
55. IS 13441 : 1992	Amendment No. 1, April 2002	2002-04-30
56. IS 13740 : 1993	Amendment No. 2, March 2002	2002-03-31
57. IS 13827 : 1993	Amendment No. 2, April 2002	2002-04-30
58. IS 13828 : 1993	Amendment No. 2, April 2002	2002-04-30
59. IS 13935 : 1993	Amendment No. 1, April 2002	2002-04-30
60. IS 14204: 1994	Amendment No. 1, April 2002	2002-04-30

Copy of these amendments are available for sale with the Bureau of Indian Standards Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices ; New Delhi, Calcutta, Chandigarh, Chennai, Mumbai and also Branch Offices Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. CMD/ 13 ; 5]

HARSHARAN SINGH, Addl. Director General

consumer Affairs) and Bureau of Indian Standards, New Delhi, the following corrections are made :

Ref : Column (2 C Design of the Standard Mark)
S.O. 3251 dated 1st December, 2001, No. 48. page
No. 7011.

For	Read
IS 10244	IS 10244 [ISI]
IS 11063	IS 11063 [ISI]
IS 13333	IS 13333 [ISI]
IS 14183	IS 14183 [ISI]
IS 14184	IS 14184 [ISI]
IS 14250	IS 14250 [ISI]
IS 14552	IS 14552 [ISI]

[No. CMD-1/13 : 9]

BALWANT RAI, Director & Head (CMD-I)

नागर विमान मंत्रालय

नई दिल्ली, 29 मई, 2002

का.आ. 1873.—वायुवान निष्पादनी, 1937 के तिथि ३ अप्रैल के उपनियम (1) के अनुसरण में, दिनांक 6 अक्टूबर को भारत सरकार के राजपत्र के भाग II, खंड 3, उपर्युक्त (ii) में प्रकाशित अधिसूचना द्वारा तत्कालीन नागर विमानन और पर्यटन मंत्रालय के दिनांक 4 अक्टूबर, 1994 के का.आ. 727 (ङ) में एस संशोधनों से पहले किए गए कार्यों या लोप किए गए के अतिरिक्त, केन्द्र सरकार एतद्वारा निष्पादित और संशोधन करती है, नामशः

उक्त अधिसूचना में

(क) प्रथम अनुसूची, कालम 2 में प्रथम “निषेणक, उड़नयोग्यता (मुस्थालय)” और “उपनियमणि, उड़नयोग्यता” के सामने अंकों और शब्दों “46 से 49” के स्थान पर “46 से 48, 49” अंक और शब्द प्रतिस्थापित किए जाएंगे।

CORRIGENDUM

New Delhi, the 31st May, 2002

S.O. 1872.—In the Notification No. CMD-I/ 13 : 9 published in Part II, Section 3, Sub-section (ii) of the Gazette of India by Ministry of Consumer Affairs and public Distribution (Department o:

(v) दूसरी अनुमति में,

- (i) क्र. सं. 48 के पश्चात् और इसके बाद संबद्ध प्रविष्टियों में निम्न लिखित क्र. सं. और प्रविष्टियां जोड़ी जाएंगी, नामांकन:

"48क नियम 61 क

विमान अनुरक्षण इंजीनियर के विदशी लाइसेंस वैध करने के लिए"

- ii) क्र. सं. 50 और 51 प्रत्येक के सामने, कालम 3 में "विद्यार्थी दिक्चालक लाइसेंस" शब्दों के स्थान पर "विद्यार्थी उड़ान" दिक्चालक लाइसेंस शब्द प्रतिस्थापित किए जाएंगे।
- (iii) क्र. सं. 61 के सामने कालम 3, में "या लाइसेंस प्राप्त करने के लिए" शब्दों के स्थान पर "या लाइसेंस रेटिंग या विमान रेटिंग प्राप्त करने के लिए" शब्द प्रतिस्थापित किए जाएंगे।
- (iv) क्रम सं. 62 के सामने कालम 3 में "किसी भी प्रकार का लाइसेंस लेने से" शब्दों के स्थान पर "किसी भी प्रकार का लाइसेंस या रेटिंग लेने से" शब्द प्रतिस्थापित किए जाएंगे।

[फा. सं. ए. वी. 11016/2001-ए]

एम. एस. चोपड़ा, अवर सचिव

टिप्पण :—मूल अधिसूचना दिनांक 4 अक्टूबर, 1999 की अधिसूचना सं. का.आ. 727 (ङ) द्वारा सरकारी राजपत्र में प्रकाशित की गई और दिनांक 24 नवम्बर, 1998 के का.आ. 2555 की अधिसूचना द्वारा अंतिम संशोधन किया गया।

MINISTRY OF CIVIL AVIATION

New Delhi, the 29th May, 2002

S.O. 1873 In pursuance of sub-rule (1) of rule 3A of the Aircraft Rules, 1937, the Central Government hereby makes the following further amendments in the notification of the Government of India in the then Ministry of Civil Aviation & Tourism No. S.O. 727(E), dated the 4th October, 1994 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 6th October, 1994, except as respect things done or omitted to be done before such amendments, namely :—

In the said notification :—

(a) in the First Schedule, in column 2, against each of the "Director of Airworthiness (Headquarters)" and "Deputy Director of Airworthiness", for the figures and word "46 to 49", the figures and word "46 to 48, 49" shall be substituted.

(b) In the Second Schedule :—

(i) after serial number 48 and the entries relating thereto, the following serial number

and entries shall be inserted, namely :—

1	2	3
"48 A	Rule 61 A	To validate foreign licences of Aircraft Maintenance Engineers".

- (ii) against each of the serial numbers 50 and 51, in column 3, for the words "Student Navigator's Licence", the words "Student Flight Navigator's Licence" shall be substituted ;
- (iii) against serial number 61, in column 3, for the words "or obtaining a licence", the words "or obtaining a licence, rating or aircraft rating" shall be substituted;
- (iv) against serial number 62, in column 3, for the words "from holding any licence", the words "from holding any licence or rating" shall be substituted.

[F. No. Av. 11016/1/2001-A]
M.S. CHOPRA, under Secy.

Note :—The principal notification was published in the Official Gazette vide notification number S.O. 727 (E) dated the 4th October, 1994 and was last amended by notification number S.O. 2555 dated 24th November 1998,

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 17 मई, 2002

का.आ.: 1874—केन्द्रीय सिविल सेवा (वर्गीकरण नियंत्रण तथा अधीन) नियम, 1965 के नियम-9 के उप नियम (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा यह विनियोग किया जाता है कि कार्यकारी सदस्य, प्रसार भारती नई दिल्ली महानिदेशक, का प्राकाशवाणी के पद को नियमित आधार पर भरे जाने तक अथवा अगले आवेदनों तक, जो भी पहले हो, सरकार द्वारा अकाशवाणी महानिदणालय में पहले से नियुक्त समूह 'ब' कर्मचारियों के संबंध में नियोक्ता प्राधिकारी के रूप में कार्य करेंगे।

[फा. सं. 39012/01/2000 बी ए पी]
आई पी मिश्रा, अवर सचिव

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 17th May, 2002

S.O. 1874.—In exercise of powers conferred by sub-rule (2) of rule 9 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, it is hereby specified that Executive Member, Prasar Bharati, New Delhi shall act as Appointing Authority in respect of Group 'B' employees already appointed by the Government in the Directorate General: All India Radio till such time the post of Director General, All India Radio is filled up on regular basis and until further orders.

[F. No. 39012/01/2000-BA-P]
I. P. MISHRA, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 जून, 2002

का. आ. 1875.— — केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार वा अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 75 तारीख 09 जनवरी, 2002 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक जामनगर-भोपाल पाइपलाइन परियोजना के माध्यम से पुनः गैसीकृत द्वितीय प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन और इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की ;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 जनवरी 2002 और 8,9,12, 14 मार्च 2002 और 30 मार्च 2002 को उपलब्ध करा दी गई थीं ;

और, समाम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी हैं;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विलंगमों से मुक्त, गैस ट्रांसपोर्टेशन और इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

तहसील: हुजूर गाँव का नाम	जिला: मोपाल		राज्य: मध्य प्रदेश	
	सर्वे नंबर	हेक्टर	आरे	सि-आरे
1	2	3	4	5
1. खौरी	611	0	11	70
प.ह.नं. 27	626	0	01	20
	628	0	21	30
	629	0	06	10
	627	0	05	50
	630	0	13	20
	633	0	39	40
	634	0	00	20
	632	0	06	60
	666	0	15	50
	665	0	55	70
	696	0	52	00
	794	0	17	90
	783	0	08	50
	784	0	04	50
	785	0	12	50
	771	0	26	90
	772	0	28	90
	762	0	50	60
	760	0	07	30
	996	0	40	40
	990	0	03	40
	995	0	05	60
	994	0	00	20
	982	0	00	50
	983	0	23	30
	966	0	26	70
	967	0	01	50
	950	0	02	60
	949	0	14	90
	951	0	21	60

1	2	3	4	5
खौरी (निरंतरद)	954	0	05	70
	952	0	14	90
	953	0	04	90
	662	0	08	30
	786	0	00	10
2. धामनिया	5	0	14	00
प.ह.नं. 28	67	0	06	50
	68	0	17	40
	64	0	28	80
	81	0	19	60
	82	0	12	70
	83	0	07	40
	86	0	42	00
	90	0	10	90
	91	0	10	60
	93	0	23	00
	62	0	06	60
	96	0	00	90
3. बकानिया	103	0	11	50
प.ह.नं. 29	102	0	10	10
	95	0	06	00
	100क	0	16	30
	100ख	0	04	00
	99	0	01	50
	96	0	22	10
	97	0	03	50
	140	0	19	50
	134	0	02	10
	135	0	19	40
	133	0	06	30
	216	0	40	50
	179	0	23	30
	184	0	06	00
	183	0	36	60
	186	0	18	80
	188	0	35	90
	190	0	26	50
	191	0	38	60

[फा. सं. एल. 14014/26/2001-जी.पी.]

स्वामी सिंह, निदेशक

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 3rd June, 2002

S. O. 1875.— Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 75 dated 9th January, 2002, issued under sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of regassified liquefied natural gas through the Jamnagar – Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas, copies of the said notifications were made available to the public on 28th day of January, 2002 and 8th, 9th, 12th, 14th and 30th day of March, 2002;

And, whereas the Competent Authority has under sub-section (1) of section 6 of the said Act, submitted his report to the Central Government;

And whereas the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government, vest, on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE

Tehsil:Huzur Name of the Village	District: Bhopal		State: Madhya Pradesh AREA	
	Survey No	Hectare	Are	C-Are
1	2	3	4	5
1. KHORI	611	0	11	70
P.C.NO - 27	626	0	01	20
	628	0	21	30
	629	0	06	10
	627	0	05	50
	630	0	13	20
	633	0	39	40
	634	0	00	20
	632	0	06	60
	666	0	15	50
	665	0	55	70
	696	0	52	00
	794	0	17	90
	783	0	08	50
	784	0	04	50
	785	0	12	50
	771	0	26	90
	772	0	28	90
	762	0	50	60
	760	0	07	30
	996	0	40	40
	990	0	03	40
	995	0	05	60.
	994	0	00	20
	982	0	00	50
	983	0	23	30
	966	0	26	70
	967	0	01	50
	950	0	02	60
	949	0	14	90
	951	0	21	60

1	2	3	4	5
KHORI (Cont'd..)	954	0	05	70
	952	0	14	90
	953	0	04	90
	662	0	08	30
	786	0	00	10
2. DHAMANTYA	5	0	14	00
P.C.NO- 28	67	0	06	50
	68	0	17	40
	64	0	28	80
	81	0	19	60
	82	0	12	70
	83	0	07	40
	86	0	42	00
	90	0	10	90
	91	0	10	60
	93	0	23	00
	62	0	06	60
	96	0	00	90
3. BAKANIYA	103	0	11	50
P.C.NO- 29	102	0	10	10
	95	0	06	00
	100K	0	16	30
	100Kh	0	04	00
	99	0	01	50
	96	0	22	10
	97	0	03	50
	140	0	19	50
	134	0	02	10
	135	0	19	40
	133	0	06	30
	216	0	40	50
	179	0	23	30
	184	0	06	00
	183	0	36	60
	186	0	18	80
	188	0	35	90
	190	0	26	50
	191	0	38	60

नई दिल्ली, 3 जून, 2002

का. आ. 1876.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 26 तारीख 03 जनवरी, 2002 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक पुनः गैसीकृत द्रवित प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन और इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 21 और 23 जनवरी 2002 को उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए सभी विलंगमों से मुक्त गैस ट्रांसपोर्टेशन और इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा ।

अनुसूची

तहसील : झानुआ

जिला : झावुआ

राज्य : मध्यप्रदेश

गांव का नाम

सर्वे नंबर

क्षेत्रफल

हेक्टर

आरे

सेन्टीयर

1	2	3	4	5
1) भीमफलिया	2	0	34	95
	9	0	34	20
	11	0	1	80
	18	0	11	80
	19	0	61	35
	36	0	14	65
	33	0	17	25
	5	0	2	55
	31	0	12	85
	30	0	6	40
	27	0	12	0
	156	0	22	50
	157	0	0	30
	158	0	1	75
	159	0	1	65
2) कालिया बङा	3	0	3	50
	38	0	25	55
	41	0	7	00
	128	0	6	90
	127	0	22	60
	125	0	0	5
	119	0	0	5
	120	0	2	65
	119	0	14	45
	119	0	0	30
	151	0	6	55
	152	0	17	10
	180	0	7	90
	159	0	7	85
	158	0	13	65
	157	0	6	25
	159	0	1	00
	174	0	0	5

1	2	3	4	5
3) कालिया छोटा	32	0	4	25
	84	0	1	85
	63	0	19	20
	62	0	6	10
	51	0	24	60
	58	0	4	60
	101	0	29	0
	143	0	20	10
	134	0	3	15
	135	0	11	50
	132	0	1	80
	242	0	3	65
	243	0	16	95
	244	0	17	60
	253	0	2	85
	254	0	10	80
	255	0	1	45
	251	0	0	25
	257	0	11	75
	258	0	0	25
	260	0	30	15
	261	0	17	40
4) पिटोल कला	853	0	21	70
	862	0	5	10
	863	0	7	5
	865	0	5	30
	833	0	8	00
	829	0	5	85
	828	0	4	60
	827	0	3	40
	825	0	2	15
	824	0	1	70
	912	0	1	75
	823	0	0	5
	822	0	30	70
	782	0	0	95
	759	0	0	95
	913	0	1	25
	757	0	0	50
	914	0	26	60

1	2	3	4	5
पिटोल कला (निरंतर)	922	0	6	35
	923	0	14	85
	927	0	8	60
	924	0	6	70
	926	0	2	80
	1030	0	12	55
	1032	0	1	65
	1024	0	24	25
	1023	0	16	65
	1020	0	6	40
	1022	0	0	40
	1021	0	17	00
	1015	0	25	10
	1188	0	30	40
	1178	0	1	10
	1180	0	6	90
	1179	0	13	70
5) माण्डसी छोटी	115	0	0	70
	117	0	3	85
	119/1	0	35	80
6) चोरा	5	0	10	60
	75	0	28	70
	82	0	15	65
7) कोटडा	91	0	36	50
	141	0	26	65
	137	0	40	55
	175	0	8	60
	191	0	5	30
	192	0	31	50
	191	0	5	20
	544	0	18	80
	542	0	27	40
	541	0	2	80
	540	0	29	75
	538	0	17	65
	516	0	13	55
	517/B	0	8	80
	517/A	0	8	90
	518/1	0	48	85
	518/2	0	16	60
	449	0	12	15

1	2	3	4	5
कोटडा (निरंतर)	447	0	10	55
	438	0	0	35
	446	0	16	00
	445	0	2	5
	443	0	2	40
	442	0	29	20
	421	0	27	60
	418	0	24	5
	417	0	10	60
	418	0	7	40
8) नलदी बड़ी	11	0	15	25
	12	0	0	25
	13	0	32	45
	17	0	19	45
	19/A	0	4	5
	19/B	0	5	80
	20	0	33	65
	21	0	51	35
	24	0	10	80
	27	0	4	90
	7	0	20	90
9) कुण्डला	489	0	0	60
	491	0	6	95
	490	0	23	5
	498	0	0	55
	497	0	10	5
	591	0	4	10
	590	0	9	60
	592	0	10	10
	590	0	1	75
	593	0	7	45
	595	0	1	60
	598	0	0	20
	597	0	0	40
	598	0	0	70
	612	0	6	90
	898	0	0	10
	843	0	11	55
	848	0	11	70
	844	0	1	25
	958	0	18	90

1	2	3	4	5
कुण्डला (निरंतर)	959	0	15	95
	952	0	15	90
	951	0	8	80
10) करडावद बड़ी	1065	0	2	65
	1068	0	18	30
	1070	0	2	60
	1071	0	0	75
	1072	0	3	20
	1096	0	5	10
	1097	0	27	65
	1100/2	0	17	00
	1100/1	0	3	20
	1100/3	0	5	00
	1137	0	2	00
	1136	0	17	95
	1131/1	0	5	80
	1131/2	0	10	65
	1124/2	0	16	40
	1125	0	3	70
	1119	0	0	70
	1120	0	16	75
	1894	0	15	95
	1893	0	6	55
	1874	0	44	00
	1892	0	4	85
	1875	0	24	30
	1880/2	0	8	15
	1880/1	0	24	35
	1879	0	1	30
	1882	0	27	15
11) गोपालपुरा	113	0	8	55
	115	0	1	20
	120	0	28	20
	120	0	0	80
	121	0	35	70
	122	0	1	15
	216	0	0	5
	123	0	29	45
	212	0	1	55

1	2	3	4	5
गोपालपुरा (निरंतर)	213	0	9	55
	211	0	0	80
	210	0	0	10
	214	0	9	65
	250	0	19	95
	250	0	0	65
	249	0	12	85
	248	0	9	15
	248	0	1	10
	247	0	6	65
	246	0	12	85
	241/2	0	0	25
	245	0	20	5
	242	0	6	15
	243	0	7	60
	245	0	0	70
	245	0	0	60
	306	0	18	20
	304	0	51	25
	303	0	3	25
	305	0	0	75
	302	0	19	55
	301	0	10	20
12) मिष्ठल	165	0	8	95
	166/2	0	1	45
	166/1	0	11	90
	117	0	4	15
	116	0	0	45
	122	0	3	75
	123	0	13	95
	112	0	4	95
	75	0	45	5
	185	0	0	60
	73	0	27	10
	65	0	39	75
	203	0	7	25
	64	0	9	70
	63	0	1	40
	203	0	2	75
	215	0	38	40
	213/1	0	1	50
	213/2	0	6	40

1	2	3	4	5
मिष्ठल (निरंतर)	214/1	0	5	60
	216	0	11	5
13) राजपुरा	84	0	3	25
	85	0	37	5
	83	0	0	15
	81	0	29	90
	79	0	7	75
	80	0	7	40
	72	0	23	30
	73	0	4	5
	71/1	0	31	25
	69	0	8	45
	94	0	12	0
	192	0	53	55
	190/1	0	4	20
	189	0	0	70
	309	0	11	30
	307	0	18	75
	308	0	0	40
	306	0	19	10
	276	0	0	5
	277	0	6	55
	304	0	7	90
	303	0	5	15
	302	0	2	65
	278	0	16	55
	301	0	1	45
	279	0	24	85
	280	0	14	25
	250	0	1	95
	251	0	0	30
	249	0	10	25
14) गुजरातालू	153	0	2	70
	152	0	3	00
	155	0	17	30
	151	0	4	50
	142	0	21	90
	141	0	7	20
	144	0	1	40
	143	0	6	55
	140	0	4	40

1	2	3	4	5
दूनरालाल् (निरंतर)	137	0	6	95
	138	0	3	30
	139	0	2	95
	132	0	1	35
	177	0	12	25
15) दूनरालाल्	2	0	21	85
	33/1	0	9	35
	33/2	0	8	95
	33/3	0	17	85
	37	0	14	70
	38	0	13	00
	39	0	24	5
	71/1	0	2	90
	70/1	0	9	10
	71/2	0	0	80
	70/2	0	11	00
	70/3	0	12	35
	73	0	0	25
	77/1	0	17	5
	77/2	0	12	10
	77/3	0	23	45
	151/1	0	9	40
	151/2	0	7	95
	153	0	14	85
	156	0	33	60
	157	0	0	5
	159	0	32	15
	160	0	5	90
	167	0	15	55
	172	0	0	65
16) मोहनपुरा	12	0	13	60
	14	0	4	85
	13	0	22	95
	16	0	8	35
	18	0	14	5
	15	0	0	10
	22	0	20	00
	21	0	6	00
	25	0	0	50
	26	0	19	80
	27	0	39	5

1	2	3	4	5
मोहनपुरा (निरंतर)	38	0	1	75
	35	0	0	80
	35	1	19	35
	186	0	7	10
	187	0	6	80
	184/2	0	0	5
	184/1	0	40	55
	194	0	32	50
	218	0	2	15
	220	0	20	45
	221	0	5	80
	225	0	44	10
17) देवशिरी पट्टा	39	0	9	00
	40	0	5	30
	41	0	10	70
	42	0	28	15
	48	0	8	95
	45	0	1	10
	47	0	10	00
	48	0	5	60
	49	0	21	55
	258	0	0	55
	258	0	27	5
	259	0	4	00
	254	0	8	65
	251	0	1	25
	253	0	2	60
	252	0	19	20
	250	0	15	00
	249	0	42	40
	239	0	13	10
	228	0	0	15
	229	0	34	95
	237	0	13	45
	236	0	11	85
	232	0	11	75
	538	0	5	85
	537	0	22	80
	547/1	0	31	30
	547/2	0	5	60
	528/1	0	1	10

1	2	3	4	5
देवशिरी पण्डा (निरंतर)	527	0	6	90
	634	0	2	40
	524	0	7	85
	634	0	3	20
	627	0	44	80
18) गरवाडी	496	0	6	90
	499	0	28	30
	500	0	52	00
	503	0	18	75
	505	0	5	10
	535	0	3	55
	534	0	5	85
	539/1	0	7	35
	538	0	12	90
	539/2	0	0	15
	541	0	6	80
	430	0	2	55
	429	0	3	45
	542	0	19	15
	420/1	0	0	40
	420/1	0	2	80
	543	0	0	85
	414	0	4	30
	411	0	7	15
	410	0	14	45
	408	0	3	25
	402	0	0	60
	560	0	10	65
	562	0	19	35
19) छापरी	164	0	24	5
	164	0	0	80
	176	0	1	20
	177	0	10	75
	175	0	9	30
	179	0	17	45
	174	0	7	45
	180	0	37	30
	305	0	33	80
	189	0	11	85
	301	0	5	25
	300	0	12	00

1	2	3	4	5
छापरी (निरंतर)	193	0	6	40
	194	0	7	90
	299	0	10	75
	298	0	3	15
	207	0	27	45
	267	0	11	90
	266/1	0	11	10
	266/2	0	1	75
	285	0	21	40
	264	0	0	70
	227/3	0	22	20
	245	0	47	90
	247/1	0	0	40
	247/2	0	0	35
	239	0	0	5
	240	0	3	30
	428	0	21	90
	432	0	35	15
	435	0	4	25
	443/925	0	2	15
	551	0	10	70
	551	0	0	20
	550	0	3	95
	565	0	8	10
	566	0	7	45
	564	0	1	75
	568	0	8	85
	584	0	16	75
	585	0	34	85
	580	0	28	30
	582	0	0	10
	578	0	40	35
	616	0	2	90
	617	0	6	75
	618	0	3	20
	622	0	0	65
	621	0	13	25
	620	0	14	60
	641	0	31	15
	640	0	19	00
	639	0	24	95

1	2	3	4	5
छापरी (निरंतर)	638	0	0	55
	672	0	18	80
	671	0	0	35
	669	0	12	55
	670	0	13	90
	667	0	2	00
	666	0	9	35
	665	0	19	30
	664	0	5	60
	662	0	13	95
	661	0	2	20
20) स्क्रेनली	46/1	0	3	5
	46/2	0	0	5
	48	0	13	60
	49	0	19	60
	48	0	19	45
	45/2	0	1	25
	51	0	19	15
	55/1	0	0	35
	55/2	0	42	10
	55/1	0	33	80
	99	0	0	15
	103	0	5	25
	105	0	0	35
	106	0	8	50
	108	0	0	5
	109	0	20	45
	111	0	8	95
	116	0	14	60
	115	0	29	95
	158	0	12	45
21) रामा	198	0	4	40
	199	0	8	75
	201	0	11	00
	192	0	0	95
	193	0	8	75
	194	0	0	15
	191	0	6	00
	181	0	12	95
	182	0	6	95
	167	0	2	90

1	2	3	4	5
रामा (निरंतर)	160	0	10	30
	161	0	45	15
	61	0	13	50
	62	0	16	45
	137	0	30	85
	138	0	0	20
	138	0	0	40
	138	0	34	35
	139	0	17	85
	119	0	4	55
	117	0	14	90
	114	0	14	35
	118	0	4	25
	113	0	11	20
	110	0	9	80
	112	0	29	00
22) सोमतखेड़ी	113	0	2	55
	112	0	4	35
	117	0	2	85
	116	0	5	00
	115	0	15	95
	118	0	1	60
	121	0	31	15
	122	0	19	55
	122	0	0	5
	123	0	0	80
	123	0	46	00
	135	0	10	5
	134	0	7	75
	133	0	9	50
	132	0	7	10
23) द्वारनिया	19	0	0	65
	105	0	27	95
	112	0	20	45
	113	0	26	15
	117	0	21	25
	118	0	22	60
	123	0	27	45
	124	0	0	20
	133	0	17	10
	134	0	17	15
	135	0	15	85

1	2	3	4	5
झारनिया (निम्नतर)	136	0	6	55
24) रछवा	62	0	0	45
	82	0	34	85
	86	0	28	75
	83	0	12	45
	88	0	26	50
	89	0	24	60
25) मूराढावरा	40	0	0	55
	42	0	9	75
	41	0	17	60
	44/2	0	18	35
	45	0	21	85
	55	0	10	30
	53	0	15	15
	53	0	0	90
	54	0	2	15
	52	0	2	70
	69	0	35	40
	70	0	14	15
	114	0	31	30
	77	0	0	55
	77	0	12	5
	112	0	8	55
	112	0	16	75
	103	0	4	40
	102	0	9	40
	106	0	4	60
	100	0	5	20
	96	0	19	75
	97	0	6	95
	91	0	22	50
26) नवापाडा	74	0	9	55
	71	0	11	40
	65	0	22	00
	100	0	17	5
	101	0	0	20
	99	0	30	5
	101	0	1	35
	98	0	8	20
	98	0	18	95
	92	0	15	60

1	2	3	4	5
नवापाढा (निरंतर)	122	0	9	40
	120	0	8	45
	128	0	26	65
	129	0	24	40
27) माछलिया— I	66	0	24	65
	69	0	29	35
	71	0	8	25
	81	0	0	80
	80	0	12	40
	78	0	14	90
	77	0	0	35
	422	0	53	70
	423	0	16	35
	419	0	28	45
	453	0	30	30
	457	0	35	35
	469	0	31	95
	470	0	16	80
	471	0	12	50
	470	0	9	5
	504	0	2	55
	503	0	7	00
	502	0	9	5
28) माछलिया— II	816	0	0	5
	818	0	0	85
	816	0	24	00
	813	0	6	30
	813	0	1	80
	813	0	36	95
	820	0	0	90
	835	0	19	85
	833	0	13	25
	836	0	4	20
29) गैसाकराई छोटी	1447	0	6	55
	1445	0	44	45
	1423	0	49	40
	1420	0	23	25
	1421	0	0	5
	1417/1	0	14	5
	1417/2	0	9	95
	1419	0	2	35

1	2	3	4	5
मैसाकराई छोटी (निरतर)	1418	0	25	65
	1413	0	1	10
	1414	0	18	20
	1415	0	0	30
30) सूंगरापानी	130	0	3	65
	119	0	4	50
	145	0	29	85
	165	0	32	90
	98	0	42	5
	95	0	10	40
	173	0	35	90
	87	0	34	35
	85	0	16	35
	75	0	13	20
	67	0	1	80
	70	0	2	10
	61	0	26	15
31) भीमकुण्ड	173	0	17	75
	161	0	28	75
	165/2	0	23	65
	165/1	0	16	90
	168	0	8	90
	127	0	55	25
32) दूधी	7	0	1	85
	33	0	27	35
	8	0	17	30
	32	0	24	60
	38/1	0	0	15
	31	0	37	80
	29	0	4	35
	39	0	1	20
	30/1	0	3	35
	30/2	0	0	5
	40	0	19	35
	41	0	20	35
	183	0	27	90
	182/1	0	29	10
	182/2	0	0	85
	187	0	0	90
	186	0	0	40
	185	0	18	60

1	2	3	4	5
दृष्टि (निरंतर)	218	0	8	75
	514	0	14	10
	220	0	0	30
	225	0	2	15
	513	0	1	40
	511	0	27	95
	510	0	1	25
	508	0	8	10
	507	0	25	65
	506	0	20	60
	505	0	35	90
	346	0	13	25
	652	0	19	5
	653	0	14	15
	347	0	3	50
	654	0	4	5
	502	0	38	20
	656	0	3	25
	501	0	12	5
	500	0	73	55
	498	0	49	5
	497	0	8	10
	496	0	21	85
	492	0	35	35
	493	0	20	15
	491	0	6	60
	490	0	10	65
	491	0	10	45
	490	0	4	90
	488	0	2	80
	487	0	1	15
	764	0	13	35
	768	0	2	45
	770	0	25	65
	771	0	36	10
	732	0	3	40
	773	0	10	5
	731	0	10	15
	729	0	3	45
	830	0	1	15
	827	0	9	55

1	2	3	4	5
दृष्टि (निरंतर)	1105	0	41	45
	1197/1	0	2	80
	1216	0	52	40
	1217/2	0	13	25
	1217/3	0	22	25
	1219	0	2	70
	1220	0	1	25
	1243	0	58	10
	1244	0	1	85
	1096	0	9	20
	1093	0	5	10
	1094	0	0	20
	1092	0	17	20
	1091	0	21	10
	1090	0	0	20
	1089	0	7	70
	1088	0	5	65
	1087	0	7	25
	1086	0	7	10
	1085	0	12	55
	1084	0	13	15
	1081	0	2	80
	1083	0	6	75
	1080	0	25	30
	1078	0	7	20
	1077	0	6	90
	1075	0	6	20
	1074	0	6	75
	1073	0	9	65
	1072	0	0	30
	1071	0	11	70
	1068	0	33	25
	1067	0	0	25
	1066	0	27	20
	1065	0	14	30
	1064	0	16	10
	1043	0	2	60
	1047	0	0	5
	1051	0	21	5
	1050	0	13	00

1	2	3	4	5
33) देवली	530	0	34	90
	529	0	24	25
	515	0	0	60
	515	0	37	15
	517	0	2	5
	516	0	32	60
	511	0	22	50
	481	0	0	75
	479	0	50	30
	472	0	5	95
	471	0	1	95
	473	0	12	25
	470	0	5	45
	469	0	6	80
	468	0	23	45
	466	0	6	10
	464	0	2	65
	465	0	11	85
	454	0	24	95
	442	0	42	15
	441	0	0	5
	628/1	0	14	20
	628/2/1	0	0	75
	628/2/2	0	0	35
	628/2/3	0	14	20
	629/2/1	0	1	95
	629/2/2	0	1	55
	629/2/3	0	8	00
	642/1	0	16	30
	643	0	8	60
	644	0	19	70
	436	0	3	75
	645	0	52	40
	640	0	0	10
	1060	0	9	45
	1058	0	15	70
	1052	0	7	25
	1102	0	0	25
	1101	0	8	35
	1100	0	1	10
	1095	0	12	5

1	2	3	4	5
देवली (निरंतर)	1092	0	1	10
	1096	0	4	15
	1128	0	23	10
	1125	0	1	15
	1124	0	0	50
	1127	0	4	20
	1128	0	11	95
	1132	0	16	45
	1133	0	15	75
	1134	0	0	20
	1136	0	11	30
	1130	0	12	45
	1131	0	1	10
	1143	0	6	25
	1145	0	30	25
	1144	0	1	10
	1194	0	1	85
	1195	0	5	50
	1196	0	17	30
	1199	0	20	00
	1211	0	7	25
	1339	0	20	95
	1338	0	0	5
	1340	0	19	75
	1342	0	8	70

[फा. सं. एल. 14014/25/2001-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 3rd June, 2002

S. O. 1876.— Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number, S.O. 26 dated 3rd January, 2002, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of regassified liquified natural gas through the Jamnagar – Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And, wheras, copies of the said Gazette notification were made available to the public on 21st and 23rd day of January, 2002;

And, whereas, the Competent Authority has under sub-section (1) of section 6 of said Act, submitted report to the Central Government;

And further, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government, vest on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE**Tehsil : Jhabua District : Jhabua****State : Madhya Pradesh**

Name of the Village	Survey No	AREA		
		Hectare	Are	C-Are
1	2	3	4	5
1) BHIMFALIYA	2	0	34	95
	9	0	34	20
	11	0	1	80
	18	0	11	80
	19	0	61	35
	36	0	14	65
	33	0	17	25
	35	0	2	55
	31	0	12	85
	30	0	6	40
	27	0	12	0
	156	0	22	50
	157	0	0	30
	158	0	1	75
	159	0	1	65
2) KALIYA BADA	3	0	3	50
	38	0	25	55
	41	0	7	00
	128	0	6	90
	127	0	22	60
	125	0	0	5
	119	0	0	5
	120	0	2	65
	119	0	14	45
	119	0	0	30
	151	0	6	65
	152	0	17	10
	160	0	7	90
	159	0	7	85
	158	0	13	65
	157	0	6	25
	159	0	1	00
	174	0	0	5

1	2	3	4	5
3) KALIYA CHOTA				
32	0	4	25	
64	0	1	85	
63	0	19	20	
62	0	6	10	
61	0	24	60	
58	0	4	60	
101	0	29	0	
143	0	20	10	
134	0	3	15	
135	0	11	50	
132	0	1	80	
242	0	3	65	
243	0	16	95	
244	0	17	60	
253	0	2	85	
254	0	10	80	
255	0	1	45	
261	0	0	25	
257	0	11	75	
258	0	0	25	
260	0	30	15	
261	0	17	40	
4) PITOL KALA				
853	0	21	70	
862	0	5	10	
863	0	7	5	
865	0	5	30	
833	0	8	00	
829	0	5	85	
828	0	4	60	
827	0	3	40	
825	0	2	15	
824	0	1	70	
912	0	1	75	
823	0	0	5	
822	0	30	70	
762	0	0	95	
759	0	0	95	
913	0	1	25	
757	0	0	50	
914	0	26	60	
922	0	6	35	

1	2	3	4	5
PITOL KALA (Cont'd)				
	923	0	14	85
	927	0	6	60
	924	0	8	70
	926	0	2	80
	1030	0	12	55
	1032	0	1	65
	1024	0	24	25
	1023	0	16	65
	1020	0	6	40
	1022	0	0	40
	1021	0	17	00
	1015	0	25	10
	1188	0	30	40
	1178	0	1	10
	1180	0	6	90
	1179	0	13	70
5) MANDLI CHOTI				
	115	0	0	70
	117	0	3	85
	119/1	0	35	60
6) CHOURA				
	5	0	10	60
	75	0	28	70
	82	0	15	65
7) KOTADA				
	91	0	36	50
	141	0	26	65
	137	0	40	55
	175	0	8	60
	191	0	5	30
	192	0	31	50
	191	0	5	20
	544	0	18	80
	542	0	27	40
	541	0	2	80
	540	0	29	75
	536	0	17	65
	516	0	13	55
	517/B	0	6	80
	517/A	0	8	90
	518/1	0	48	85
	518/2	0	16	60
	449	0	12	15
	447	0	10	55

1	2	3	4	5
KOTADA (Cont'd)				
	438	0	0	35
	446	0	18	00
	445	0	2	5
	443	0	2	40
	442	0	29	20
	421	0	27	60
	418	0	24	5
	417	0	10	60
	418	0	7	40
8) NALDI BADI				
	11	0	15	25
	12	0	0	25
	13	0	32	45
	17	0	19	45
	19/A	0	4	5
	19/B	0	5	80
	20	0	33	65
	21	0	51	35
	24	0	10	80
	27	0	4	90
	7	0	20	90
9) KUNDLA				
	489	0	0	60
	491	0	8	95
	490	0	23	5
	496	0	0	55
	497	0	10	5
	591	0	4	10
	590	0	9	60
	592	0	10	10
	590	0	1	75
	593	0	7	45
	595	0	1	60
	598	0	0	20
	597	0	0	40
	598	0	0	70
	612	0	6	90
	898	0	0	10
	843	0	11	55
	848	0	11	70
	844	0	1	25
	968	0	18	90
	959	0	15	95

1	2	3	4	5
KUNDLA (Cont'd)				
952	0	15	90	
951	0	8	80	
10) KARDAVAD BADI				
1065	0	2	65	
1068	0	18	30	
1070	0	2	60	
1071	0	0	75	
1072	0	3	20	
1096	0	5	10	
1097	0	27	65	
1100/2	0	17	00	
1100/1	0	3	20	
1100/3	0	5	00	
1137	0	2	00	
1136	0	17	95	
1131/1	0	5	80	
1131/2	0	10	65	
1124/2	0	16	40	
1125	0	3	70	
1119	0	0	70	
1120	0	16	75	
1894	0	15	95	
1893	0	6	55	
1874	0	44	00	
1892	0	4	85	
1875	0	24	30	
1880/2	0	8	15	
1880/1	0	24	35	
1879	0	1	30	
1882	0	27	15	
11) GOPALPURA				
113	0	8	55	
115	0	1	20	
120	0	28	20	
120	0	0	80	
121	0	35	70	
122	0	1	15	
216	0	0	5	
123	0	29	45	
212	0	1	55	
213	0	9	55	

1	2	3	4	5
GOPALPURA (Cont'd)				
	211	0	0	80
	210	0	0	10
	214	0	9	65
	250	0	19	95
	250	0	0	65
	249	0	12	85
	248	0	9	15
	248	0	1	10
	247	0	6	65
	246	0	12	85
	241/2	0	0	25
	245	0	20	5
	242	0	6	15
	243	0	7	80
	245	0	0	70
	245	0	0	60
	306	0	18	20
	304	0	51	25
	303	0	3	25
	305	0	0	75
	302	0	19	55
	301	0	10	20
12) MINDAL				
	165	0	8	95
	166/2	0	1	45
	166/1	0	11	90
	117	0	4	15
	116	0	0	45
	122	0	3	75
	123	0	13	95
	112	0	4	95
	75	0	45	5
	185	0	0	60
	73	0	27	10
	65	0	39	75
	203	0	7	25
	64	0	9	70
	63	0	1	40
	203	0	2	75
	215	0	38	40
	213/1	0	1	50
	213/2	0	6	40

1	2	3	4	5
MINDAL (Cont'd)	214/1	0	5	60
	216	0	11	5
13) RANGPURA	84	0	3	25
	85	0	37	5
	83	0	0	15
	81	0	29	90
	79	0	7	75
	80	0	7	40
	72	0	23	30
	73	0	4	5
	71/1	0	31	25
	69	0	8	45
	94	0	12	0
	192	0	53	55
	190/1	0	4	20
	189	0	0	70
	309	0	11	30
	307	0	18	75
	308	0	0	40
	306	0	19	10
	276	0	0	5
	277	0	6	55
	304	0	7	90
	303	0	5	15
	302	0	2	65
	278	0	16	55
	301	0	1	45
	279	0	24	85
	280	0	14	25
	250	0	1	95
	251	0	0	30
	249	0	10	25
14) DUNGRALALU	153	0	2	70
	152	0	3	00
	155	0	17	30
	151	0	4	50
	142	0	21	90
	141	0	7	20
	144	0	1	40
	143	0	6	55
	140	0	4	40

1	2	3	4	5
DUNGRALALU (Cont'd)				
137		0	6	95
138		0	3	30
139		0	2	95
132		0	1	35
177		0	12	25
15) DUNGRADHANNA				
2		0	21	85
33/1		0	9	35
33/2		0	8	95
33/3		0	17	85
37		0	14	70
38		0	13	00
39		0	24	5
71/1		0	2	90
70/1		0	9	10
71/2		0	0	90
70/2		0	11	00
70/3		0	12	35
73		0	0	25
77/1		0	17	5
77/2		0	12	10
77/3		0	23	45
151/1		0	9	40
151/2		0	7	95
153		0	14	85
156		0	33	60
157		0	0	5
159		0	32	15
160		0	5	90
167		0	15	55
172		0	0	65
16) MOHANPURA				
12		0	13	60
14		0	4	85
13		0	22	95
16		0	8	35
18		0	14	5
15		0	0	10
22		0	20	00
21		0	6	00
25		0	0	50
26		0	19	80
27		0	39	5

1	2	3	4	5
MOHANPURA (Cont'd)				
38	0	1	75	
35	0	0	80	
35	1	19	35	
186	0	7	10	
187	0	6	80	
184/2	0	0	5	
184/1	0	40	55	
194	0	32	50	
218	0	2	15	
220	0	20	45	
221	0	5	60	
225	0	44	10	
17) DEVJHIRIPANDA				
39	0	9	00	
40	0	5	30	
41	0	10	70	
42	0	28	15	
46	0	6	95	
45	0	1	10	
47	0	10	00	
48	0	5	60	
49	0	21	55	
258	0	0	55	
258	0	27	5	
259	0	4	00	
254	0	8	65	
251	0	1	25	
253	0	2	60	
252	0	19	20	
250	0	15	00	
249	0	42	40	
239	0	13	10	
228	0	0	15	
229	0	34	95	
237	0	13	45	
236	0	11	85	
232	0	11	75	
538	0	5	85	
537	0	22	80	
547/1	0	31	30	
547/2	0	5	60	
528/1	0	1	10	

1	2	3	4	5
DEVJHIRIPANDA (Cont'd)	527	0	6	90
	634	0	2	40
	524	0	7	85
	634	0	3	20
	627	0	44	80
18) GARVADI	496	0	6	90
	499	0	28	30
	500	0	52	00
	503	0	18	75
	505	0	5	10
	535	0	3	55
	534	0	5	85
	539/1	0	7	35
	538	0	12	90
	539/2	0	0	15
	541	0	6	80
	430	0	2	55
	429	0	3	45
	542	0	19	15
	420/1	0	0	40
	420/1	0	2	80
	543	0	0	85
	414	0	4	30
	411	0	7	15
	410	0	14	45
	406	0	3	25
	402	0	0	60
	580	0	10	65
	562	0	19	35
19) CHHAPRI	164	0	24	5
	164	0	0	80
	176	0	1	20
	177	0	10	75
	175	0	9	30
	179	0	17	45
	174	0	7	45
	180	0	37	30
	305	0	33	80
	189	0	11	85
	301	0	5	25
	300	0	12	00

1	2	3	4	5
CHHAPRI (Cont'd)				
193	0	6	40	
194	0	7	90	
299	0	10	75	
298	0	3	15	
207	0	27	45	
267	0	11	90	
266/1	0	11	10	
266/2	0	1	75	
265	0	21	40	
264	0	0	70	
227/3	0	22	20	
245	0	47	90	
247/1	0	0	40	
247/2	0	0	35	
239	0	0	5	
240	0	3	30	
428	0	21	90	
432	0	35	15	
435	0	4	25	
443/925	0	2	15	
551	0	10	70	
551	0	0	20	
550	0	3	95	
565	0	8	10	
566	0	7	45	
564	0	1	75	
568	0	8	85	
584	0	16	75	
585	0	34	85	
580	0	28	30	
582	0	0	10	
578	0	40	35	
616	0	2	90	
617	0	6	75	
618	0	3	20	
622	0	0	65	
621	0	13	25	
620	0	14	60	
641	0	31	15	
640	0	19	00	
639	0	24	95	

1	2	3	4	5
CHHAPRI (Cont'd)				
	638	0	0	55
	672	0	18	80
	671	0	0	35
	669	0	12	55
	670	0	13	90
	667	0	2	00
	668	0	9	35
	665	0	19	30
	664	0	5	60
	662	0	13	95
	661	0	2	20
20) KHEDLI				
	46/1	0	3	5
	46/2	0	0	5
	48	0	13	60
	49	0	19	60
	48	0	19	45
	45/2	0	1	25
	51	0	19	15
	55/1	0	0	35
	55/2	0	42	10
	55/1	0	33	80
	99	0	0	15
	103	0	5	25
	105	0	0	35
	106	0	8	50
	108	0	0	5
	109	0	20	45
	111	0	8	95
	116	0	14	60
	115	0	29	95
	158	0	12	45
21) RAMA				
	198	0	4	40
	199	0	8	75
	201	0	11	00
	192	0	0	95
	193	0	8	75
	194	0	0	15
	191	0	6	00
	181	0	12	95
	182	0	6	95
	167	0	2	90

1	2	3	4	5
RAMA (Cont'd)	160	0	10	30
	161	0	45	15
	61	0	13	50
	62	0	16	45
	137	0	30	85
	136	0	0	20
	136	0	0	40
	138	0	34	35
	139	0	17	85
	119	0	4	55
	117	0	14	90
	114	0	14	35
	118	0	4	25
	113	0	11	20
	110	0	9	80
	112	0	29	00
22) SEMALKHEDI	113	0	2	55
	112	0	4	35
	117	0	2	85
	116	0	5	00
	115	0	15	95
	118	0	1	60
	121	0	31	15
	122	0	19	55
	122	0	0	5
	123	0	0	80
	123	0	46	00
	135	0	10	5
	134	0	7	75
	133	0	9	50
	132	0	7	10
23) JHARNIYA	19	0	0	65
	105	0	27	95
	112	0	20	45
	113	0	26	15
	117	0	21	25
	118	0	22	60
	123	0	27	45
	124	0	0	20
	133	0	17	10
	134	0	17	15
	135	0	15	85

1	2	3	4	5
JHARNIYA (Cont'd)	136	0	6	55
24) RACHAWA	62	0	0	45
	82	0	34	85
	86	0	28	75
	83	0	12	45
	88	0	26	50
	89	0	24	60
25) BHURADABRA	40	0	0	55
	42	0	9	75
	41	0	17	60
	44/2	0	18	35
	45	0	21	85
	55	0	10	30
	53	0	15	15
	53	0	0	90
	54	0	2	15
	52	0	2	70
	69	0	35	40
	70	0	14	15
	114	0	31	30
	77	0	0	55
	77	0	12	5
	112	0	8	55
	112	0	16	75
	103	0	4	40
	102	0	9	40
	106	0	4	60
	100	0	5	20
	96	0	19	75
	97	0	6	95
	91	0	22	50
26) NAVAPADA	74	0	9	55
	71	0	11	40
	65	0	22	00
	100	0	17	5
	101	0	0	20
	99	0	30	5
	101	0	1	35
	98	0	8	20
	98	0	18	95
	92	0	15	60

1	2	3	4	5
NAVAPADA (Cont'd)				
	122	0	9	40
	120	0	8	45
	128	0	28	65
	129	0	24	40
27) MACHHLIYA-I				
	66	0	24	65
	69	0	29	35
	71	0	8	25
	81	0	0	80
	80	0	12	40
	78	0	14	90
	77	0	0	35
	422	0	53	70
	423	0	16	35
	419	0	28	45
	453	0	30	30
	457	0	35	35
	469	0	31	95
	470	0	16	80
	471	0	12	50
	470	0	9	5
	504	0	2	55
	503	0	7	00
	502	0	9	5
28) MACHHILIYA-II				
	816	0	0	5
	818	0	0	85
	816	0	24	00
	813	0	6	30
	813	0	1	80
	813	0	36	95
	820	0	0	90
	835	0	19	85
	833	0	13	25
	836	0	4	20
29) BHAIASKARI CHOTI				
	1447	0	6	55
	1445	0	44	45
	1423	0	49	40
	1420	0	23	25
	1421	0	0	5
	1417/1	0	14	5
	1417/2	0	9	95
	1419	0	2	35
	1418	0	25	65

1	2	3	4	5
BHAISAKARI CHOTI (Cont'd)	1413	0	1	10
	1414	0	18	20
	1415	0	0	30
30) DUNGRAPANI	130	0	3	65
	119	0	4	50
	146	0	29	85
	165	0	32	90
	98	0	42	5
	95	0	10	40
	173	0	35	90
	87	0	34	35
	85	0	16	35
	75	0	13	20
	67	0	1	80
	70	0	2	10
	61	0	26	15
31) BHIMKUND	173	0	17	75
	161	0	28	75
	165/2	0	23	65
	165/1	0	16	90
	166	0	8	90
	127	0	55	25
32) DOODHI	7	0	1	85
	33	0	27	35
	8	0	17	30
	32	0	24	60
	38/1	0	0	15
	31	0	37	80
	29	0	4	35
	39	0	1	20
	30/1	0	3	35
	30/2	0	0	5
	40	0	19	35
	41	0	20	35
	183	0	27	90
	182/1	0	29	10
	182/2	0	0	85
	187	0	0	90
	186	0	0	40
	185	0	18	60
	218	0	8	75
	514	0	14	10

1	2	3	4	5
DOODHI (Cont'd)	220	0	0	30
	225	0	2	15
	513	0	1	40
	511	0	27	95
	510	0	1	25
	508	0	6	10
	507	0	25	65
	506	0	20	60
	505	0	35	90
	346	0	13	25
	652	0	19	5
	653	0	14	15
	347	0	3	50
	654	0	4	5
	502	0	38	20
	656	0	3	25
	501	0	12	5
	500	0	73	55
	498	0	49	5
	497	0	8	10
	496	0	21	85
	492	0	35	35
	493	0	20	15
	491	0	6	60
	490	0	10	65
	491	0	10	45
	490	0	4	90
	488	0	2	80
	487	0	1	15
	764	0	13	35
	766	0	2	45
	770	0	25	65
	771	0	36	10
	732	0	3	40
	773	0	10	5
	731	0	10	15
	729	0	3	45
	830	0	1	15
	827	0	9	55
	1105	0	41	45
	1197/1	0	2	80
	1216	0	52	40

1	2	3	4	5
DOODHI (Cont'd)				
	1217/2	0	13	25
	1217/3	0	22	25
	1219	0	2	70
	1220	0	1	25
	1243	0	58	10
	1244	0	1	85
	1096	0	9	20
	1093	0	5	10
	1094	0	0	20
	1092	0	17	20
	1091	0	21	10
	1090	0	0	20
	1089	0	7	70
	1088	0	5	65
	1087	0	7	25
	1086	0	7	10
	1085	0	12	55
	1084	0	13	15
	1081	0	2	80
	1083	0	6	75
	1080	0	25	30
	1078	0	7	20
	1077	0	6	90
	1075	0	6	20
	1074	0	6	75
	1073	0	9	65
	1072	0	0	30
	1071	0	11	70
	1068	0	33	25
	1067	0	0	25
	1066	0	27	20
	1065	0	14	30
	1064	0	16	10
	1043	0	2	60
	1047	0	0	5
	1051	0	21	5
	1050	0	13	00
33) DEVLI				
	530	0	34	90
	529	0	24	25
	515	0	0	60
	515	0	37	15

1	2	3	4	5
DEVLI (Cont'd)	517	0	2	5
	516	0	32	60
	511	0	22	50
	481	0	0	75
	479	0	50	30
	472	0	5	95
	471	0	1	95
	473	0	12	25
	470	0	5	45
	469	0	6	80
	468	0	23	45
	466	0	6	10
	464	0	2	65
	465	0	11	85
	454	0	24	95
	442	0	42	15
	441	0	0	5
	628/1	0	14	20
	628/2/1	0	0	75
	628/2/2	0	0	35
	628/2/3	0	14	20
	629/2/1	0	1	95
	629/2/2	0	1	55
	629/2/3	0	8	00
	642/1	0	16	30
	643	0	8	60
	644	0	19	70
	436	0	3	75
	645	0	52	40
	640	0	0	10
	1060	0	9	45
	1058	0	15	70
	1052	0	7	25
	1102	0	0	25
	1101	0	8	35
	1100	0	1	10
	1095	0	12	5
	1092	0	1	10
	1096	0	4	15
	1126	0	23	10
	1125	0	1	15
	1124	0	0	50

1 DEVLI (Cont'd)	2	3	4	5
1127	0	4	20	
1128	0	11	95	
1132	0	16	45	
1133	0	15	75	
1134	0	0	20	
1136	0	11	30	
1130	0	12	45	
1131	0	1	10	
1143	0	6	25	
1145	0	30	25	
1144	0	1	10	
1194	0	1	85	
1195	0	5	50	
1196	0	17	30	
1199	0	20	00	
1211	0	7	25	
1339	0	20	95	
1338	0	0	5	
1340	0	19	75	
1342	0	8	70	

[No. L. 14014/25/2001-G.P.]

SWAMI SINGH, Director

नई दिल्ली, 4 जून, 2002

का. आ. 1877.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन भारत के राजपत्र तारीख 29 सितम्बर, 2001 में प्रकाशित, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मन्त्रालय की अधिसूचना संख्या का. आ. 2588, तारीख 25 सितम्बर, 2001 द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में गुरु गोविन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड की समनुषंगी) द्वारा मुन्द्रा-भटिण्डा अपरिष्कृत तेल पाइपलाइन परियोजना के माध्यम से गुजरात राज्य में मुन्द्रा पत्तेन स्थित अपरिष्कृत तेल संस्थापन (सी.ओ.टी.) से पंजाब राज्य में भटिण्डा तक पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार के अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त अधिसूचना की प्रतियाँ जनता को तारीख 16 अक्टूबर, 2001 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उस रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निदेश देती है कि पाइपलाइन बिछाने के लिए उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से, केन्द्रीय सरकार में निहित होने की बजाए सभी विलंगमों से मुक्त, गुरु गोविन्द सिंह रिफाइनरीज लिमिटेड (हिन्दुस्तान पेट्रोलियम कॉरपोरेशन लिमिटेड की समनुषंगी) में निहित होगा ।

अनुसूची

तहसील : रानीवाड़ा

ज़िला : जालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम	खसरा (सर्वेष्टण क्रमांक)	हिस्सा क्रमांक	कुल बैंकफल		
				डॉक्टर	स्थार	वर्ग मी.
1	2	3	4			
1	धामसीन	535		0	19	28
		536		0	23	22
		537		0	18	11
		545 999	कार्ट ट्रैक खेत से खेत	0	00	80
		552		0	24	60
		553		0	15	94
		555 1012	कार्ट ट्रैक खेत से खेत	0	01	26
		592		0	19	15
		596		0	20	90
		615		0	43	57
		621		0	29	22
		620		0	09	50
		623 नाला		0	02	55
		638		0	07	80
		638 941		0	10	20
		639		0	94	56
		411 शस्ता		0	02	82
		382		1	08	21
		343 1040		0	16	14
		349 1041		0	00	53
		349		0	34	10
		343		0	01	26
		351		0	28	83
		352		0	23	00
		353 कार्ट ट्रैक खेत से खेत		0	01	20
		347		0	00	10
		362		0	29	70
		355		0	00	20
		361		0	26	86
		356		0	43	14
2	बड़ावाँव	1083		0	26	60
		1086		0	23	24
		1097		0	10	90

तहसील : शनीवाड़		जिला : जालोर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	हिस्सा क्रमांक	कुल कौशफल		
				हृपटर	एयर	वर्ग मी.
1	2	3	4	5	6	
2	बडगाँव (जारी)	1096		0	16	47
		1095		0	12	25
		1103		0	00	86
		1105		0	06	95
		1106		0	00	25
		1123		0	15	95
		1124		0	05	00
		1125		0	31	19
		1122		0	00	40
		1126	कार्ट ट्रैक स्वेत से स्वेत	0	25	14
		1127		0	32	91
		1132		0	36	48
		1131		0	23	22
		1145		0	37	90
		1144		0	03	87
		1141	कार्ट ट्रैक	0	01	20
		1173		0	30	18
		1495		0	26	85
		1206		0	00	15
		1208		0	02	68
		1490		0	06	17
		1488		0	01	91
		1209		0	15	10
		1210		0	15	00
		1211		0	01	50
		1480		0	09	85
		1477		0	04	30
		1476		0	06	57
		1212		0	00	12
		1215		0	01	12
		1216	कार्ट ट्रैक	0	15	70
		1195		0	19	20
		1194		0	01	13
		1224		0	07	40
		1222		0	01	40

क्रम सं.	ठाँव का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	ज़िला : जालोर हिस्सा क्रमांक	राज्य : राजस्थान		
				कुल संकेतक.	हैक्टर	एयर वर्ग मी.
1	2	3		4		
2	बडगाँव	1223		0	06	30
	(जारी)	1221		0	49	71
		1243		0	02	67
		1244		0	09	32
		1245		0	00	39
	863	छोचर		0	02	30
	864	छोचर		0	00	10
	861			0	30	73
	860			0	04	28
	859			0	04	91
	804	कार्ट ट्रैक		0	01	00
	820			0	04	15
	821			0	18	50
	818			0	01	63
	827			0	28	21
	829			0	14	51
	832	कार्ट ट्रैक खेत से SH-11		0	01	10
	834			0	17	20
	835			0	04	42
	315	सरकारी भूमि		0	04	53
	316			0	05	56
	314	कार्ट ट्रैक खेत से खेत		0	00	96
	313			0	04	15
	317	कार्ट ट्रैक खेत से खेत		0	02	00
	326			0	09	15
	320			0	12	10
	319			0	04	76
	321			0	02	79
	318			0	01	45
	322			0	04	60
	323			0	16	33
	254	कार्ट ट्रैक खेत से SH-11		0	02	00
	255			0	31	20
	249			0	00	95
	250			0	26	76

तहसील : शनीवाडा		जिला : जालोर		राज्य : राजस्थान		
क्रम सं.	ठाँव का नाम (सर्वेषण क्रमांक)	खसरा (सर्वेषण क्रमांक)	हिस्सा क्रमांक	कुल मौतेकाल		
				हैप्टर	एयर	कर्फ मी.
1	2	3	4			
2	बडगाँव (जारी)	351 506 505 507 521 520 516 515 512 557 478 477 474 475 476 469 468 467 395 396	आसफाल्ट रोड बडगाँव से शनीवाडा बडगाँव स्वेत से स्वेत कार्ट ट्रैक स्वेत से स्वेत 1985 सरकारी भूमि नाला बडगाँव शीकर बडगाँव शीकर	0 0	03 09 07 02 01 02 17 21 12 05 02 04 22 32 03 05 09 29 28 05	49 04 12 00 33 62 16 99 03 13 97 29 00 66 04 81 69 03 53 21
3	अदापुरा	191 164 255 254 259 263 260 262 286 285 283 281 291 282	बडगाँव शीकर कार्ट ट्रैक बडगाँव से स्टट हाइ-11	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	19 01 25 01 00 16 00 12 16 06 17 01 00 10 79 27 50	63 15 13 83 13 64 10 79 27 50 49 54 44 94
4	भाटवास	208		0	30	13

लहसील : शनीवर		जिला : जालोर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम (सर्वेक्षण क्रमांक)	दिसम्बर क्रमांक	कुल कैफ़ियत.		
			4	हैक्टर	एकड़
1	2	3			
4	भाटवास (जारी)	207	0	18	79
		206	0	06	86
		189	0	01	08
		191	0	45	46
		192 कार्ट ट्रैक खेत से खेत	0	00	80
		183	0	19	57
		182	0	18	99
		173 कार्ट ट्रैक खेत से खेत	0	01	00
		147	0	13	54
		146	0	01	23
		141 कार्ट ट्रैक खेत से खेत	0	01	65
		148	0	18	10
		149	0	14	49
		150	0	11	85
		132	0	09	02
		151	0	13	70
		131	0	38	50
		130	0	26	60
		52	0	34	10
		53	0	10	51
		58	0	20	94
		56	0	00	04
		58 271	0	03	92
		57	0	13	07
		63	0	00	17
		63 272	0	18	05
		75	0	00	22
		74	0	35	80
		73	0	12	18
		67	0	25	55
		68	0	17	15
		69 कार्ट ट्रैक खेत से खेत	0	00	45
		70	0	10	52
6	झुणरी	1155	0	22	26
		1156	0	76	50

लहुसील : रानीवडा		ज़िला : ज़ालोर	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	हिस्सा क्रमांक		कुल कॉफ्रफल.
			1	2	3
4	5	हुंगरी	1162	0	31 99
		(जारी)	1161	0	41 21
			1033	0	42 28
			1026 कार्ट ट्रैक हुंगरी से सुरजवडा	0	02 06
			672	0	00 10
			649	0	00 11
			648	0	06 10
			650	0	21 62
			645	0	03 78
			652	0	00 30
			644	0	10 40
			643	0	10 84
			642	0	04 34
			637 कार्ट ट्रैक हुंगरी से सुरजवडा	0	01 50
			623	0	06 96
			624	0	23 58
			622	0	26 71
			621	0	16 74
			620	0	38 67
			603	0	21 54
			602	0	13 50
			601	0	45 83
			596	0	41 23
			589	0	09 85
			588 कार्ट ट्रैक हुंगरी से मालावडा	0	00 90
			115	0	42 07
			114	0	13 71
6	मालावडा	469	0	02 64	
		466	0	42 51	
		465	0	06 25	
		464	0	26 93	
		461	0	14 57	
		460	0	02 06	
		463	0	06 70	
		462	0	00 10	

तहसील : शनीवाडा		ज़िला : जालोर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	फुर्सा क्रमांक	कुल क्षेत्रफल.		
				टॉपर	एयर	वर्ग मी.
6	1	2	3	4		
	मालवाडा	441		0	16	29
	(जारी)	436		0	35	28
		434		0	31	25
		431		0	08	87
		431	773	0	08	87
		430		0	08	06
		430	772	0	03	60
		429		0	00	10
		427		0	05	26
		428		0	05	70
		395	कार्ट ट्रैक छुंगरी से मालवाडा	0	01	45
		367		0	15	05
		368		0	24	96
		369		0	00	16
		377		0	06	96
		377	769	0	00	49
		370		0	06	08
		363		0	00	94
		362		0	02	35
		371		0	11	45
		376		0	13	68
		373		0	04	86
		372	सरकारी भूमि	0	04	15
		361		0	09	35
		359		0	48	84
		356		0	08	33
		355	कार्ट ट्रैक दलपुरा से मालवाडा	0	01	10
		328		0	15	86
		327		0	14	92
		318		0	25	66
		321		0	14	04
		314	कार्ट ट्रैक हूजस से मालवाडा	0	01	20
		274		0	01	41
		273		0	04	68
		275		0	24	45

वहसील : रानीवाड़ा		ज़िला : जालोर		राज्य : गोरक्षण		
क्रम सं.	घॉव का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	हिस्सा क्रमांक 3	कुल कैंपफल.		
				हैक्टर	एकर	वर्ग मी.
6	मालवाडा (जारी)	272		0	04	12
		271		0	11	50
		270		0	05	56
		269		0	09	50
		265		0	18	46
7	फतेहपुरा	501	कार्ट ट्रैक मालवाडा से धोलपुर	0	01	00
		502		0	12	63
		499		0	01	88
		498		0	00	18
		495		0	05	37
		494		0	15	30
		493		0	01	14
		355		0	14	45
		352		0	00	89
		353		0	06	09
		357	कार्ट ट्रैक स्वेत से स्वेत	0	01	00
		388		0	00	33
		360		0	00	10
		367		0	34	88
		366		0	00	39
		368		0	00	20
		375		0	15	02
		374		0	01	17
		376		0	14	57
		377		0	00	17
		343	रोड से दलपुरा	0	01	59
		317		0	01	51
		319		0	10	99
		336		0	08	96
		338		0	07	00
		339		0	12	08
		334		0	01	59
		176	आसफाल्ट रोड मालवाडा से स्टेट हाई	0	06	10
		108		0	10	68
		109		0	13	45

लकुसील : शनीवार

जिला : जालोर

राज्य : गुजरात

क्रम सं.	बॉक्स का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	हिस्सा क्रमांक	कुल संत्रपद.		
				हैंडल	एयर	वर्ग मी.
1	2	3		4		
7	फलोहुपुरा (जारी)	110 114 115 116 95 120 94 85 91 90 66 66 66	आसफाल्ट रोड 519 520	0 0 0 0 0 0 0 0 0 0 0 0 0	12 04 06 09 01 01 26 00 14 04 19 38 13	62 25 87 22 20 91 34 85 73 47 31 00 00
8	आष्टशाह	956 955 954 948 949 950 380 379 376 356 357 358 359 360 364 347 346 344 343 335 334 336	कार्ट ट्रैक आसफाल्ट रोड शनीवार से जालोर शकारी भूमि नाला	0 0	04 23 10 13 20 16 00 21 10 05 00 00 17 17 10 03 04 26 00 04 10 00	74 19 70 16 05 42 24 77 80 11 91 74 80 29 70 44 47 79 63 00 00 52

ताहसील : रानीवड़ा		ज़िला : जालोर		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम (सर्वेक्षण क्रमांक)	खसरा (सर्वेक्षण क्रमांक)	हिस्सा क्रमांक	कुल कॉन्ट्रफॉल.		
				हैक्टर	एकर	कर्ग मी.
1	2	3		4		
8	आखराड	333		0	31	03
	(जारी)	331		0	22	97
		330		0	00	29
9	डडोकी	536		0	32	08
10	काशमाला	992		0	30	22
		993		0	00	93
		994		0	08	96
		995		0	16	76
		991 रोड से स्टेट हाईवे -31		0	02	20
		998		0	01	62
		990		0	01	17
		982		0	09	33
		982 1116		0	05	70
		980		0	49	45
		873		0	06	68
		872		0	14	95
		871		0	41	49
		870		0	01	17
		867		0	35	64
		866		0	14	80
		865		0	04	50
		860		0	07	50
		859 नाला		0	00	70
		858		0	21	08
		855		0	17	24
		854 नाला		0	01	95
		851		0	20	16
		834 नाला		0	01	50
		835		0	25	84
		836		0	04	75
		837		0	05	72
		825		0	58	65
		820		0	04	20
		812 कार्ट ट्रैक हाउस से काशमाला		0	01	80
		760		0	46	36

तहसील : रानीवडा

ज़िला : ज़ालोर

राज्य : राजस्थान

क्रम सं.	गाँव का नाम (सर्वेक्षण क्रमांक)	स्वसरा (सर्वेक्षण क्रमांक)	ठिस्सा क्रमांक	कुल सौफ्टल.		
				हैंडटर	एयर	वर्ग मी.
1	2	3		4		
10	काशमाला	754		0	05	25
	(जारी)	708	आसफाल्ट रोड काशमाला SH - 31	0	01	76
		469		0	22	60
		475	कार्ट ट्रैक	0	01	85
		482		0	02	32
		483		0	45	96
		497		0	06	20
		498		0	14	90
		499		0	05	28
		510		0	01	76
		511		0	00	30
		505		0	39	68
		509		0	00	50
		506		0	00	21
		399		0	16	13
		516	कार्ट ट्रैक काशमाला से बिलार	0	01	24
		554		0	42	63
		551		0	29	48
		580	नाला	0	03	17
		589		0	14	65
		588		0	21	00
		587		0	12	32
		596	नाला	0	02	50
		597		0	20	85
		598		0	09	30
11	बीलड	866		0	59	55
		868	कार्ट ट्रैक बीलार से सांदपुर	0	02	00
		883		0	04	90
		881		0	01	28
		884		0	35	81
		657		0	73	50
		880		0	24	58
		878		0	03	82
		885	कार्ट ट्रैक काशमाला से सारा	0	02	68
		886		0	00	10

लहुसील : रानीवाडा		जिला : जालोर		राज्य : राजस्थान		
क्रम सं.	ठाँव का नाम (स्टैक्षन क्रमांक)	खसरा (स्टैक्षन क्रमांक)	डिस्सा क्रमांक	कुल क्षेत्रफल		
				टैक्टर	एयर	कर्फ मी.
1	2	3	4			
13	चिंतरोडी (जारी)	117		0	27	78
		128		0	18	20
		129		0	05	50
		116		0	07	50
		132		0	22	85
		137		0	11	20
		138		0	04	80
		142		0	15	50
		141		0	06	10
		140	नाला	0	06	40
		161		0	03	15
		162		0	09	81
		165		0	37	49
		166		0	19	07
		167		0	26	16
		168		0	02	61
		115	कार्ट ट्रैक मालवाडा से चिंतरोडी	0	05	68
		110		0	22	60
		109		0	00	18
		171		0	17	45
		13		0	10	20
		13	562	0	14	21
		16		0	02	32
		9		0	43	11
		8		0	02	23
		181	अस्सफाल्ट रोड	0	02	40
		200		0	22	51
		189		0	21	25
		195		0	00	45
		194		0	04	77
		190		0	18	20
		191		0	05	80
		267		0	22	20
		268		0	33	22
		273		0	27	28
		274		0	01	34
14	कोडी चौपालवान	1351		0	00	24
		1206		0	03	77
		1205		0	12	83
		1204		0	19	69
		1164	सारी नरी	0	19	50

New Delhi, the 4th June, 2002

S. O. 1877.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas S.O. number 2586, dated the 25th September 2001, issued under sub-section (1) of section 3 of the Petroleum and Minerals pipelines (Acquisition of Right of User in Land)Act, 1962, (50 of 1962), (hereinafter referred to as the said Act), published in the Gazette of India on the 29th September, 2001, the Central Government declared its intention to acquire the right of user in the land specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum products from Crude Oil Terminal (COT) at Mundra Port in the State of Gujarat to Bathinda in the State of Punjab through Mundra-Bathinda Crude Oil pipeline by Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited);

And whereas copies of the said notification were made available to the public on the 16th October 2001;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline ~~and~~ has decided to acquire the right of user in the land specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline.;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of the declaration, in the Guru Gobind Singh Refineries Limited (A subsidiary of Hindustan Petroleum Corporation Limited) free from all encumbrances.

SCHEDULE

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No:	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
1	2	3		4		
1	DHAMSIN	535		0	19	28
		536		0	23	22
		537		0	18	11
		545	999 CT Field To Field	0	00	80
		552		0	24	60
		553		0	15	94
		555	1012 CT Field To Field	0	01	26
		592		0	19	15
		596		0	20	90
		615		0	43	57
		621		0	29	22
		620		0	09	50
		623	Nala	0	02	55
		638		0	07	80
		638	941	0	10	20
		639		0	94	56
		411	Cart Track	0	02	82
		382		1	08	21
		343	1040	0	16	14
		349	1041	0	00	53
		349		0	34	10
		343		0	01	26
		351		0	28	83
		352		0	23	00
		353	CT Field to Field	0	01	20
		347		0	00	10
		362		0	29	70
		355		0	00	20
		361		0	26	86
		356		0	43	14
2	BADGAON	1083		0	26	60
		1086		0	23	24
		1097		0	10	90

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
1	2	3		4		
2	BADGAON (Contd.)	1096		0	16	47
		1095		0	12	25
		1103		0	00	88
		1105		0	06	95
		1106		0	00	25
		1123		0	15	95
		1124		0	05	00
		1125		0	31	19
		1122		0	00	40
		1126	Cart Track field to field	0	25	14
		1127		0	32	91
		1132		0	36	48
		1131		0	23	22
		1145		0	37	90
		1144		0	03	87
		1141	Cart Track	0	01	20
		1173		0	30	18
		1495		0	26	85
		1206		0	00	15
		1208		0	02	68
		1490		0	06	17
		1488		0	01	91
		1209		0	15	10
		1210		0	15	00
		1211		0	01	50
		1480		0	09	85
		1477		0	04	30
		1476		0	06	57
		1212		0	00	12
		1215		0	01	12
		1216	Cart Track	0	15	70
		1195		0	19	20
		1194		0	01	13
		1224		0	07	40
		1222		0	01	40

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
1	2	3		4		
2	BADGAON (Contd.)	1223		0	06	30
		1221		0	49	71
		1243		0	02	67
		1244		0	09	32
		1245		0	00	39
		863	Gauchar	0	02	30
		864	Gauchar	0	00	10
		861		0	30	73
		860		0	04	28
		859		0	04	91
		804	Cart Track	0	01	00
		820		0	04	15
		821		0	18	50
		818		0	01	63
		827		0	28	21
		829		0	14	51
		832	CT field to SH - 11	0	01	10
		834		0	17	20
		835		0	04	42
		315	Govt. Land	0	04	53
		316		0	05	56
		314	C.T.Field to Field	0	00	96
		313		0	04	15
		317	C.T.Field to Field	0	02	00
		326		0	09	15
		320		0	12	10
		319		0	04	76
		321		0	02	79
		318		0	01	45
		322		0	04	60
		323		0	16	33
		254	CT Field to SH - 11	0	02	00
		255		0	31	20
		249		0	00	95
		250		0	26	76

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
2	BADGAON (Contd.)	351	Asphalt Road Badgaon to Raniwada	0	03	49
		506		0	09	04
		505		0	07	12
		507	CT Field to Field	0	02	00
		521		0	01	33
		520	1985	0	02	62
		516		0	17	16
		515		0	21	99
		512		0	12	03
		557	Govt. Land Nala	0	05	13
		478		0	02	97
		477		0	04	29
		474		0	22	00
		475		0	32	66
		476		0	03	04
		469		0	05	81
		468		0	09	69
		467		0	29	03
		395	Badgaon River	0	28	53
		396	Badgaon River	0	05	21
3	ADEPURA	191		0	19	63
		164	CT Badgaon to SH-11	0	01	15
		255		0	25	13
		254		0	01	83
		259		0	00	13
		263		0	16	64
		260		0	00	10
		262		0	12	79
		286		0	16	27
		285		0	06	50
		283		0	17	49
		281		0	01	54
		291		0	00	44
		282		0	10	94
4	BHATWAS	208		0	30	13

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
4	BHATWAS (Contd.)	207		0	18	79
		208		0	06	86
		189		0	01	08
		191		0	45	46
		192	CT field to field	0	00	80
		183		0	19	57
		182		0	18	99
		173	CT Field to Field	0	01	00
		147		0	13	54
		146		0	01	23
		141	CT Field to Field	0	01	65
		148		0	18	10
		149		0	14	49
		150		0	11	85
		132		0	09	02
		151		0	13	70
		131		0	38	50
		130		0	26	60
		52		0	34	10
		53		0	10	51
		58		0	20	94
		56		0	00	04
		58	271	0	03	92
		57		0	13	07
		63		0	00	17
		63	272	0	18	05
		75		0	00	22
		74		0	35	80
		73		0	12	18
		67		0	25	55
		68		0	17	15
		69	CT Field to Field	0	00	45
		70		0	10	52
5	DUNGRI	1155		0	22	26
		1156		0	76	50

Tehsil : Raniwada

District : Jalore

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Sr. No.	Name of Village	Survey No.	Part If Any	ROU - Area		
				Hect.	'Are.	Sq.mt.
	1	2	3	4		
6	DUNGRI (Contd.)	1162		0	31	99
		1161		0	41	21
		1033		0	42	28
		1026	CT Dungri to Surajwara	0	02	06
		672		0	00	10
		649		0	00	11
		648		0	06	10
		650		0	21	62
		645		0	03	78
		652		0	00	30
		644		0	10	40
		643		0	10	84
		642		0	04	34
		637	CT Dungari to Surajwara	0	01	50
		623		0	06	96
		624		0	23	58
		622		0	26	71
		621		0	16	74
		620		0	38	67
		603		0	21	54
		602		0	13	50
		601		0	45	83
		596		0	41	23
		589		0	09	85
		588	CT.Dungri to Malwara	0	00	90
		115		0	42	07
		114		0	13	71
6	MALWARA	469		0	02	64
		466		0	42	51
		465		0	06	25
		464		0	26	93
		461		0	14	57
		460		0	02	06
		463		0	06	70
		462		0	00	10

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
1	2	3		4		
6	MALWARA (Contd.)	441		0	16	29
		436		0	35	28
		434		0	31	25
		431		0	08	87
		431	773	0	08	87
		430		0	08	06
		430	772	0	03	60
		429		0	00	10
		427		0	05	26
		428		0	05	70
		395	CT Dungri to Malwara	0	01	45
		367		0	15	05
		368		0	24	96
		369		0	00	16
		377		0	06	96
		377	769	0	00	49
		370		0	06	08
		363		0	00	94
		362		0	02	35
		371		0	11	45
		376		0	13	68
		373		0	04	86
		372	Govt. Land	0	04	15
		361		0	09	35
		359		0	48	84
		356		0	08	33
		355	CT Dalpura to Malwara	0	01	10
		328		0	15	86
		327		0	14	92
		318		0	25	66
		321		0	14	04
		314	CT House to Malwara	0	01	20
		274		0	01	41
		273		0	04	68
		275		0	24	45

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
6	MALWARA (Contd.)	272		0	04	12
		271		0	11	50
		270		0	05	56
		269		0	09	50
		265		0	18	46
7	FATEHPURA	501	CT Malwara to Dholpura	0	01	00
		502		0	12	63
		499		0	01	88
		498		0	00	18
		495		0	05	37
		494		0	15	30
		493		0	01	14
		355		0	14	45
		352		0	00	89
		353		0	06	09
		357	CT Field to field	0	01	00
		388		0	00	33
		360		0	00	10
		367		0	34	88
		366		0	00	39
		368		0	00	20
		375		0	15	02
		374		0	01	17
		376		0	14	57
		377		0	00	17
		343	Road to Dalpura	0	01	59
		317		0	01	51
		319		0	10	99
		336		0	08	96
		338		0	07	00
		339		0	12	08
		334		0	01	59
		176	Asphalted Road Malwara to SH	0	06	10
		108		0	10	68
		109		0	13	45

Tehsil : Raniwada

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State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
7	FATEHPURA (Contd.)	110		0	12	62
		114		0	04	25
		115		0	06	87
		116		0	09	22
		95		0	01	20
		120		0	01	91
		94		0	26	34
		85	Asphalted Road	0	00	85
		91		0	14	73
		90		0	04	47
		66		0	19	31
		66	519	0	38	00
		66	520	0	13	00
8	AKHRAR	956		0	04	74
		955		0	23	19
		954		0	10	70
		948		0	13	16
		949		0	20	05
		950		0	16	42
		380		0	00	24
		379		0	21	77
		376		0	10	80
		356		0	05	11
		357		0	00	91
		358	Cart Track	0	00	74
		359		0	17	80
		360		0	17	29
		364		0	10	70
		347		0	03	44
		346	Asphalted Road Raniwada to Jalore	0	04	47
		344		0	26	79
		343		0	00	63
		335	Govt.Land Nala	0	04	00
		334		0	10	00
		336		0	00	52

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Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
10	KAGMALA (Contd.)	754		0	05	25
		708	Asphalted Road Kagemala to SH-31	0	01	76
		469		0	22	60
		475	Cart Track	0	01	85
		482		0	02	32
		483		0	45	96
		497		0	06	20
		498		0	14	90
		499		0	05	28
		510		0	01	76
		511		0	00	30
		505		0	39	68
		509		0	00	50
		506		0	00	21
		399		0	16	13
		516	CT Kagemala to Bilar	0	01	24
		554		0	42	63
		551		0	29	48
		580	NALA	0	03	17
		589		0	14	65
		588		0	21	00
		587		0	12	32
		596	STREAM	0	02	50
		597		0	20	85
		598		0	09	30
11	BILAD	866		0	59	55
		868	CT Bilar to Sandpur	0	02	00
		883		0	04	90
		881		0	01	28
		884		0	35	81
		857		0	73	50
		880		0	24	58
		878		0	03	82
		885	CT Kagemala to Sara	0	02	68
		886		0	00	10

Tehsil : Raniwada

District : Jalore

State : Rajasthan

Sr. No.	Name of Village	Survey No.	Part If Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
11	BILAD (Contd.)	695	Cart Track	0	00	87
		649	Cart Track	0	00	46
		658	CT Kaghmala to Sara	0	05	00
		663		0	02	11
		664		0	05	36
		665		0	09	25
		694		0	37	37
		514		0	26	31
		516	Nala	0	06	68
		518		0	08	90
		519		0	13	08
		521		0	14	95
12	CHARA	1026		0	09	26
		1025		0	05	74
		1030		0	29	15
		1041		0	01	97
		1043		0	14	74
		1044	1058	0	13	66
		1044		0	12	24
		992		0	17	38
		991		0	37	42
		989	STREAM	0	01	51
		984		0	15	34
		981		0	04	79
		983		0	19	41
		883	1084	0	20	01
		884		0	00	65
		882		0	41	99
		881		0	08	61
		878		0	35	42
		879		0	00	74
13	CHITRODI	121	Cart Track	0	00	91
		123		0	26	74
		123	538	0	38	20
		118	Cart Track	0	01	50

Tehsil : Raniwada

District : Jalore

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Sr. No.	Name of Village	Survey No.	Part IF Any	ROU - Area		
				Hect.	Are.	Sq.mt.
	1	2	3	4		
13	CHITRODI (Contd.)	117		0	27	78
		128		0	18	20
		129		0	05	50
		116		0	07	50
		132		0	22	85
		137		0	11	20
		138		0	04	80
		142		0	15	50
		141		0	06	10
		140	Nala	0	06	40
		161		0	03	15
		162		0	09	81
		165		0	37	49
		166		0	19	07
		167		0	26	16
		168		0	02	61
		115	CT Mahwara to Chitrodi	0	05	68
		110		0	22	60
		109		0	00	18
		171		0	17	45
		13		0	10	20
		13	562	0	14	21
		16		0	02	32
		9		0	43	11
		8		0	02	23
		181	Asphalted Road	0	02	40
		200		0	22	51
		189		0	21	25
		195		0	00	45
		194		0	04	77
		190		0	18	20
		191		0	05	80
		267		0	22	20
		268		0	33	22
		273		0	27	28
		274		0	01	34
14	KODI CHAPAVATAIN	1351		0	00	24
		1206		0	03	77
		1205		0	12	83
		1204		0	19	69
		1164	Sagi River	0	19	50

गई दिल्ली, 4 जून, 2002

का. आ. 1878.— केन्द्रीय सरकार को लोक हित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में विरमगाम से हरियाणा राज्य में पानीपत तक, राजस्थान राज्य में घाकसू से होती हुई अपरिष्कृत तेल के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड एक पाइपलाइन बिछाई जानी चाहिए;

और, केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है जिसके भीतर उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति जो उक्त अनुसूची में वर्णित भूमि से हितबद्ध है उस तारीख से जिसको, भारत के राजपत्र में यथाप्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाने के संबंध में श्री जे. के. आहूजा, सक्षम प्राधिकारी, सलाया-मथुरा पाइपलाइन (संबद्धन) परियोजना, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, कोठी नं. 1439, सेक्टर-15, अरबन इस्टेट, सोनीपत- (हरियाणा) 131001 को लिखित रूप में आक्षेप भेज सकेगा।

तहसील: गोहाना

जिला: सोनीपत

राज्य: हरियाणा

गाँव का नाम	इवास्त संख्या	मुस्ततील संख्या	खसरा/किला संख्या	क्षेत्रफल		
				हेक्टेयर	एयर	वर्गमीटर
1	2	3	4	5	6	7
गोहाना	74	32	8/2 21/2	0 0	01 00	01 00
			233	0	00	51
			590	0	00	51
			612/2/2	0	00	51

	1	2	3	4	5	6	7
आंवली		71	108	12/1 12/2	0 0	04 01	05 28
			112	1	0	07	59
मैसवाल कला मिठान	68	116	20/1/1 20/1/2	0 0	01 04	01 81	
			281	0	00	51	
			291	0	00	51	
			293	0	00	51	
			304	0	01	52	
			988	0	00	51	
कटवाल	69	15	13	0	00	76	
लाठ	65	122	8/3/2	0	00	25	
जौली	61	19	4 5	0 0	00 00	25 25	
		134	11/1	0	06	07	
			297	0	02	28	
			299	0	01	28	
			308	0	00	51	
			362	0	00	51	
			363	0	01	77	
			1363	0	00	51	
			1368	0	00	51	
			1387	0	00	51	
			1392/1/7	0	00	51	
			1435	0	00	51	
			1444/1	0	00	51	
नयात	62	42	12 13	0 0	00 03	25 79	
		61	20/3	0	00	25	
ककाना बहादुरी	57	15	8/3	0	00	25	
		31	20/2/1	0	06	07	

1	2	3	4	5	6	7
			91	0	00	51
			231	0	01	26
शामदी बुरान	53	8	15/1	0	03	54
		23	18/3	0	06	07
			586	0	00	51

फा. सं. आर. 25011/26/2001/ओ.आर. I]

एस. एस. कैमबाल, अवर सचिव

New Delhi, the 4th June, 2002

S. O. 1878.— Whereas, it appears to the Central Government, that it is necessary in the public interest that for the transportation of crude oil from Viramgam in the State of Gujarat to Panipat in the State of Haryana via Chaksu in the State of Rajasthan, a pipeline should be laid by the Indian Oil Corporation Limited ;

And, whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri J.K. Ahuja , Competent Authority, Salaya-Mathura Pipeline (Augmentation) Project, Indian Oil Corporation Ltd., Kothi No. 1439 , Sector-15, Urban Estate , Sonepat (Haryana) – 131001.

Tehsil: Gohana**Dist: Sonepat****State: Haryana**

Name of Village	Hadbast No.	Mustatil No.	Khasra/ Killa No.	Area		
	1	2	3	4	Hectare.	Are.
				5	6	7
Giwana	74	32	8/2 21/2	0 0	01 00	01 00
			233	0	00	51
			590	0	00	51
			612/2/2	0	00	51
Anwli	71	108	12/1 12/2	0 0	04 01	05 26
		112	1	0	07	59
Bhainswal Kalan Mithan	68	116	20/1/1 20/1/2	0 0	01 04	01 81
			281	0	00	51
			291	0	00	51
			293	0	00	51
			304	0	01	52
			988	0	00	51
Katwal	69	15	13	0	00	76
Lath	65	122	8/3/2	0	00	25
Jaull	61	19	4 5	0 0	00 00	25 25
		134	11/1	0	06	07
			297	0	02	28
			299	0	01	26
			308	0	00	51
			362	0	00	51
			363	0	01	77
			1363	0	00	51
			1368	0	00	51
			1387	0	00	51
			1392/1/7	0	00	51
			1435	0	00	51
			1444/1	0	00	51

	1	2	3	4	5	6	7
Nayat		82	42	12 13	0 0	00 03	25 79
			61	20/3	0	00	25
Kakana Bahaduri	57	15	8/3	0	00	25	
		31	20/2/1	0	06	07	
			91 231	0 0	00 01	51 26	
Shamri Buran	53	8	15/1	0	03	54	
		23	18/3	0	08	07	
			586	0	00	51	

[F. No. R-25011/26/2001 OR-I.]
S. S. KEMWAL, Under Secy.

नई दिल्ली, 4 जून, 2002

का. आ. 1879.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में प्रयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र, भाग ॥ खण्ड-3, उपखण्ड (II) तारीख 18 अगस्त 2001 में पृष्ठ 4219 से पृष्ठ 4261 पर प्रकाशित भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2070 तारीख 9 अगस्त, 2001 में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की अनुसंधि में, -

- अ) पृष्ठ 4221 से पृष्ठ 4223 पर, स्तंभ 1 में आने वाले गांव “आंबली” के सामने, स्तम्भ 2 में आने वाली हदबस्त संख्या 71 में:
- ि) स्तम्भ 3 में आने वाले मुस्ततिल संख्या 108 में -
- क) स्तम्भ 4 में आने वाले खसरा / किला संख्या “13/1” में, स्तम्भ 5, 6 और 7 में आने वाले “0-05-32” क्षेत्र के स्थान पर “0-15-18” क्षेत्र रखा जाएगा :
- ख) स्तम्भ 4 में आने वाले खसरा / किला सं. 13/2” में, स्तंभ 5, 6 और 7 में आने वाले “0-00-76” क्षेत्र के स्थान पर “0-01-27” क्षेत्र रखा जाएगा।
- ग) स्तम्भ 4 में आने वाले खसरा/किला सं. “18” में, स्तंभ 5, 6 और 7 में आने वाले “0.02.53” क्षेत्र के स्थान पर “0.03.29” क्षेत्र रखा जाएगा :

- घ) स्तम्भ 4 में आने वाले खसरा/किला सं. "19" में, स्तंभ 5, 6 और 7 में आने वाले "0.00.76" क्षेत्र के स्थान पर "0.07.84" क्षेत्र रखा जाएगा :
- ii) (क) स्तम्भ 3 में आने वाले, मुस्ततिल सं. 112 में, खसरा/किला सं. "2" में, स्तंभ 5, 6 और 7 में आने वाले "0.02.78" क्षेत्र के स्थान पर "0.05.31" क्षेत्र रखा जाएगा :
- ख) स्तम्भ 4 में आने वाले खसरा/किला सं. "10" में, स्तम्भ 5, 6 और 7 में आने वाले "0.02.27" क्षेत्र के स्थान पर "0.13.90" क्षेत्र रखा जाएगा :
- ग) स्तम्भ 4 में आने वाले खसरा/किला सं. "349" में, स्तम्भ 5, 6 और 7 में आने वाले "0.02.78" क्षेत्र के स्थान पर "0.05.82" क्षेत्र रखा जाएगा :
- घ) स्तम्भ 4 में आने वाले खसरा/किला सं. "1305" में, स्तम्भ 5, 6 और 7 में आने वाले "0.02.02" क्षेत्र के स्थान पर "0.04.05" क्षेत्र रखा जाएगा :
- आ) पृष्ठ 4226 पर, गांव "भैंसबाल कलां मिठान" के सामने स्तम्भ 2 में आने वाले हदबस्त संख्या 153 में-
- क) स्तम्भ 4 में आने वाले खसरा/किला सं. "1078" में, स्तम्भ 5, 6 और 7 में आने वाले "0.00.51" क्षेत्र के स्थान पर "0.02.79" क्षेत्र रखा जाएगा :
- इ) पृष्ठ 4229-4230 पर, गांव "जौली" के सामने स्तम्भ 2 में आने वाले हदबस्त संख्या 61 में,
- ।) स्तंभ 3 में आने वाले, मुस्ततिल संख्या 43 में,
- क) स्तंभ 4 में आने वाले खसरा/किला सं. "7/2" में, स्तंभ 5, 6 और 7 में आने वाले "0.02.79" क्षेत्र के स्थान पर "0.04.05" क्षेत्र रखा जाएगा :
- ख) स्तंभ 4 में आने वाले खसरा/किला सं. "14/1" में, स्तंभ 5, 6 और 7 में आने वाले "0.09.00" क्षेत्र के स्थान पर "0.14.16" क्षेत्र रखा जाएगा :
- ॥) स्तंभ 3 में आने वाले मुस्ततिल संख्या 67 में -
- क) स्तंभ 4 में आने वाले खसरा/किला सं. "5" में, स्तंभ 5, 6 और 7 में आने वाले "0.00.00" क्षेत्र के स्थान पर "0.00.25" क्षेत्र रखा जाएगा :

New Delhi, the 4th June, 2002

S. O. 1879.— In exercise of the powers conferred by the Sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2070 dated the 9th August, 2001 , published at pages 4219 to 4261, in part II, Section 3, Sub-Section (ii) of the gazette of India, dated the 18-8-2001 namely :-

In the schedule to the said notification:-

- (A) At pages 4243 to 4244, against village “Anwali”, occurring in column 1, in Hadbast No. 71, occurring in column 2;
- (I) In Mustatil No. 108, occurring in column 3;
 - (a) In Khasra/Killa No. “13/1”, occurring in column 4, for the area “0-05-32”, occurring in columns 5,6 and 7, the area “0-15-18” shall be substituted;
 - (b) In Khasra/Killa No. “13/2”, occurring in column 4, for the area “0-00-76”, occurring in columns 5,6 and 7, the area “0-01-27”, shall be substituted;
 - (c) In Khasra/Killa No. “18”, occurring in column 4, for the area “0-02-53”, occurring in columns 5,6 and 7 , the area “0-03-29”, shall be substituted;
 - (d) In Khasra/Killa No. “19”, occurring in column 4, for the area “0-00-76”, occurring in columns 5,6 and 7 , the area “0-07-84”, shall be substituted;
- (II) (a) In Mustatil No. 112, occurring in column 3, in Khasra/Killa No. “2”, for the area “0-02-78”, occurring in columns 5,6 and 7, the area “0-05-31”, shall be substituted;
- (b) In Khasra/Killa No. “10”, occurring in column 4, for the area “0-02-27”, occurring in columns 5,6 and 7 , the area “0-13-90”, shall be substituted;

- (c) In Khasra/Killa No. "349", occurring in column 4, for the area "0-02-78", occurring in columns 5,6 and 7 , the area "0-05-82", shall be substituted;
 - (d) In Khasra/Killa No. "1305", occurring in column 4, for the area "0-02-02", occurring in columns 5,6 and 7 , the area "0-04-05", shall be substituted;
- (B) At page 4247, against village Bhainswal Kalan Mithan, in Hadbast No. 68 occurring in column 2 ;
- (a) In Khasra/Killa No. "1078", occurring in column 4, for the area "0-00-51", occurring in columns 5,6 and 7 , the area "0-02-79", shall be substituted;
- (C) At page 4251, against village Jauli, in Hadbast No. 61, occurring in column 2 ;
- (I) In Mustatil No. 43, occurring in column 3;
- (a) In Khasra/Killa No. "7/2", occurring in column 4, for the area "0-02-79", occurring in columns 5,6 and 7 , the area "0-04-05", shall be substituted;
 - (b) In Khasra/Killa No. "14/1", occurring in column 4, for the area "0-09-00", occurring in columns 5,6 and 7 , the area "0-14-16", shall be substituted;
- (II) In Mustatil No. 67, occurring in column 3;
- (a) In Khasra/Killa No. "5", occurring in column 4, for the area "0-00-00", occurring in columns 5,6 and 7 , the area "0-00-25", shall be substituted;

नई दिल्ली, 4 जून, 2002

का. आ. 1880.— केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना सं. का. आ. 209 तारीख 22 जनवरी, 2002 द्वारा गुजरात राज्य में जामनगर से मध्यप्रदेश राज्य में भोपाल तक पुनः गैसीकृत प्राकृतिक गैस के परिवहन के लिए गैस ट्रांसपोर्टेशन और इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी ;

और, उक्त अधिसूचना की प्रतियां जनता को तारीख 19, 20, 21, 25 26 फरवरी और 5, 6, 10 अप्रैल, 2002 को उपलब्ध करा दी गई थीं ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और, केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग का अधिकार अर्जित किया जाता है ;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विलंगमों से मुक्त, गैस ट्रांसपोर्टेशन और इन्फ्रास्ट्रक्चर कम्पनी लिमिटेड में निहित होगा।

अनुसूची

ठहरील : बदनावर

जिला : घार

राज्य : मध्यप्रदेश

मांग का नाम

सर्वे मंबर

कोटि

डेक्टर

आर

सेन्टीयर

1

2

3

4

5

1. चौरास्थान

92/5	0	10	95
93/3	0	0	20
93/4	0	24	55
93/5	0	8	50
90/2	0	5	5
90/3	0	16	50
112	0	4	95
118	0	24	65
122	0	26	55
121	0	30	40
195	0	39	30
204	0	38	20
208	0	15	85
209	0	29	35
213	0	10	95
212/2	0	24	40
243	0	4	40
241	0	3	40
242	0	25	90
240/1C	0	16	0
240/1D	0	7	5
235	0	24	25
236	0	72	55
228/1	0	9	10
228/2	0	8	30
228/3	0	8	5
227/1/1	0	0	80
227/1/2	0	1	85
227/1/3	0	4	95
317	0	10	55
318	0	38	10
320	0	0	40
321/1	0	11	85
321/2	0	30	65
316/1	0	3	30
315/2	0	2	85
313/1	0	40	30
305/1	0	19	50
305/2	0	32	30
304/1	0	23	70
304/2	0	19	70
302	0	3	45
277/1	0	0	15
277/2	0	13	45
1445	0	11	55

1	2	3	4	5
चीराखान (निरंतर)	1447	0	16	25
	1448/1	0	9	70
	1448/2	0	11	0
	1448/3	0	8	95
	1448/4	0	10	0
	1435/1	0	5	40
	1435/2	0	3	90
	1433/4	0	18	75
	1433/6	0	17	5
2. इन्द्रायल	499/63/1/3	0	20	45
	499/63/1/4	0	27	65
	88	0	17	10
	86	0	17	5
	87	0	1	50
	91	0	0	10
	92/1	0	9	0
	92/2	0	20	45
	92/3	}	29	15
	92/4			
	84	0	0	35
	83	0	0	80
	80	0	10	85
	82	0	13	20
	80/505	0	12	70
	79	0	4	40
	81/2/1	0	2	25
	81/3	0	2	20
	81/1	0	3	0
	81/2/2	0	2	60
	81/4	0	8	30
	97/1	0	32	75
	97/2	0	2	5
	99/1	0	17	20
	99/2	0	6	25
	99/3	0	5	15
	99/4	0	2	90
	103/2	0	1	65
	117	0	34	55
	118	0	9	90
	120/500	0	42	20
	118	0	32	40
	119/1	0	8	90
	119/2	0	3	10
	119/3	0	2	10
	119/4	0	1	75
	120/5	0	2	40
	121	0	11	90
	123	0	24	40
	122	0	3	70
	125/1	0	42	65
	125/2	0	50	65
	446/1	0	81	40

1	2	3	4	5
इायल (निरंतर)	446/2	0	28	35
	446/3	0	12	95
	462	0	35	20
	464	0	41	35
	465	0	60	60
	467/1	0	51	55
	467/2	0	47	90
	494	0	48	75
	495/1	0	22	75
	495/2	0	19	75
	527/495	0	1	80
	492	0	25	30
	525/492	0	15	55
	491/1	0	11	10
3. कबूद कला	491/2	0	0	75
	643/2	0	91	5
	643/1	0	3	15
	647/2	0	6	30
	642	0	31	30
	647/1	0	34	15
	649/1	0	33	65
	649/2	0	24	0
	649/3/1	0	23	0
	649/3/2	0	24	35
	657/1/1	0	7	20
	517	0	17	30
	518/1	0	32	40
	518/2/1	0	25	15
	540/1/2/1A	0	35	25
	540/1/1	0	39	15
	538	0	6	95
	537	0	14	40
	535	0	17	55
	534	0	21	5
	532	0	5	70
	531/2	0	0	5
	538	0	34	20
	544	0	73	20
	545/2/2	0	8	90
	566	0	11	50
	565	0	4	20
	564/1	0	36	35
	564/2	0	1	15
	548	0	5	45
	549	0	4	0
	550	0	6	20
	551/1	0	3	45
	551/2	0	23	75
	160/2	0	35	35
	165/2	0	28	85
	142	0	14	85
	170/1	0	9	5

1	2	3	4	5
३. बोद कला (निरंतर)	170/2 205 204/1 204/2 203/2 202 188/2 188/1C 348 344/2 345	0 0 0 0 0 0 0 0 0 0	8 24 22 18 7 15 57 45 75 2	65 50 20 30 5 20 65 90 10 10
४. वामन्या बडा	14/1/1/2 14/2 13/2 22/1 23 12 11/2/2 10/2 8/1 8/3 30 31/1 33/2 91 92 93/2 94	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	38 1 28 41 38 0 12 0 58 43 38 0 6 2 15 24 78	85 90 85 80 25 70 10 60 55 75 35 65 0 85
५. कबोद खुद	49/1 36/1 46 48 47 46 47 46 43 41 40/2 34/1 34/2 15 16/2 471/13 13/1 17/1/1 10/1 10/2 20	0 0	0 34 45 11 27 15 38 0 42 62 0 5 19 20 8 0 49 11 58 54 5	15 20 70 45 75 5 25 0 0 95 5 85 90 40 95 20 90 0 5 55 70
६. नागदा	92/1 92/2/1 91	0 0 0	34 21 13	20 55 5

1	2	3	4	5
९. नायदा (निरंतर)				
	8/2	0	1	85
	8/2	0	0	20
	154	0	1	15
	154	0	0	70
	154	0	25	65
	154	0	3	45
	154	0	7	40
	155	0	32	50
	155	0	0	65
	155	0	4	5
	156	0	33	55
	147/1	0	0	70
	164/1/3	0	7	40
	164/1/2	0	31	80
	164/2	0	9	85
	164/1/1	0	20	60
	163/2/2	0	4	60
	135	0	22	50
	168	0	4	85
	162	0	24	50
	172	0	21	60
	169/1	0	25	50
	169/2	0	11	10
	171	0	18	40
	175/1	0	23	35
	175/2	0	19	15
	174	0	7	65
	179/1	0	32	65
	179/2	0	47	80
	183/1/2	1	28	80
	183/2/1	0	60	90
	188/1	0	24	55
	182/3	0	44	15
10. पलवाडा	781/2	0	8	5
	782	0	61	70
	783/1	0	12	50
	783/2	0	18	20
	783/3	0	18	75
	807	1	52	45
	830/1	0	1	25
	829	0	74	20
	828	0	54	40
	834/1	0	66	10
	850	0	46	45
	849	0	9	55
	848	0	48	60
11. सिलोदा दुर्जुग	72/2	0	40	30
	72/1	0	24	85
	71/2/1	0	41	25
	71/5	0	35	20
	5	0	85	55
	10/1	0	5	15

1	2	3	4	5
सिलोदा बुजूर्ग(निरतर)	10/2 9/2 7/1/2 14/4 14/5 14/3 15/2 15/1 17/1 315/1 315/2 316/2/1 316/2/2 317/1 317/5 18/5 322 324/1	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	11 88 59 38 40 0 4 61 84 59 0 35 39 14 0 62 78 5	90 15 50 20 70 75 0 45 90 90 5 85 55 5 75 50 10 95
12. मेहनतपुरा	2/1 2/2 2/3 1/1	0 0 0 0	49 1 0 51	60 50 10 85
13. मुरादका	1083/1/B 1083/2 1080/2 1084 1086 1085 1118/2 1117/1 1117/2 1110 1109 1123 1125 1123/2 1123/1A1/1 1123/1A1/2 1123/1A/2 1128 1121/4/1 1121/4/4 1187/2 1189/2 1189/3 1207/1 1202/1 1237 1270 1240 1241 1242	0 0	6 11 0 2 0 0 8 39 92 26 41 0 15 28 22 18 0 13 56 8 36 3 51 33 5 18 24 0 15 28	55 95 75 40 50 75 50 85 25 90 40 10 60 40 50 35 10 5 10 60 40 30 75 50 75 65 85 95 75 45

1	2	3	4	5
मुराका (निरंतर)	1266	0	33	70
	1265/2	0	21	15
	1243/2	0	40	35
	1243/4/1	0	9	25
	1263	0	29	65
	1261/2	0	50	40
	1340	0	58	0
	1342	0	2	15
	1341	0	3	30
	1337	0	52	10
	1361	0	17	60
	1363	0	1	0
	1384/1	0	7	0
	1384/2	0	10	55
	1360	0	20	30
	1384/4/1	0	35	0
	1384/4/2	0	16	45
	1384/5	0	29	25
	1334/1/2	0	8	25
	1365/2	0	33	80
	1373	0	52	65

[फा. सं. एल. 14014/33/2001-जी.पी.]

स्वामी सिंह, निदेशक

New Delhi, the 4th June, 2002

S. O. 1880.— Whereas, by a notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. number 209 dated 22nd January, 2002, issued under sub-section (1) of the section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the right of use in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for the transport of regassified liquefied natural gas through the Jamnagar – Bhopal Pipeline Project from Jamnagar in the State of Gujarat to Bhopal in the State of Madhya Pradesh by Gas Transportation and Infrastructure Company Limited;

And whereas copies of the said Gazette notification were made available to the public 19th, 20th, 21st, 25th, 26th February and 5th, 6th, 10th April, 2002;

And whereas the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And whereas the Central Government has, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule appended to this notification is hereby acquired, for laying the pipeline;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act the Central Government directs that the right of user in the said land shall instead of vesting in the Central Government, vest, on this date of publication of this declaration, in Gas Transportation and Infrastructure Company Limited, free from all encumbrances.

SCHEDULE

Tehsil : BADNAWAR

District : DHAR

State: Madhya Pradesh

Name of the Village

Survey No

AREA

		Hectare	Are	C-Are
1	2	3	4	5
1. CHIRAKHAN	92/5	0	10	95
	93/3	0	0	20
	93/4	0	24	55
	93/5	0	8	50
	90/2	0	5	5
	90/3	0	16	50
	112	0	4	95
	118	0	24	65
	122	0	28	55
	121	0	30	40
	195	0	30	30
	204	0	38	20
	208	0	15	85
	209	0	20	35
	213	0	10	95
	212/2	0	24	40
	243	0	4	40
	241	0	3	40
	242	0	25	90
	240/1C	0	16	0
	240/1D	0	7	5
	235	0	24	25
	236	0	72	55
	228/1	0	9	10
	228/2	0	8	30
	228/3	0	8	5
	227/1/1	0	0	80
	227/1/2	0	1	85
	227/1/3	0	4	95
	317	0	10	55
	318	0	38	10
	320	0	0	40
	321/1	0	11	85
	321/2	0	30	85
	318/1	0	3	30
	315/2	0	2	85
	313/1	0	40	30
	305/1	0	19	50
	305/2	0	32	30
	304/1	0	23	70
	304/2	0	19	70
	302	0	3	45
	277/1	0	0	15

1. CHIRAKHAN	92/5	0	10	95
	93/3	0	0	20
	93/4	0	24	55
	93/5	0	8	50
	90/2	0	5	5
	90/3	0	16	50
	112	0	4	95
	118	0	24	65
	122	0	28	55
	121	0	30	40
	195	0	30	30
	204	0	38	20
	208	0	15	85
	209	0	20	35
	213	0	10	95
	212/2	0	24	40
	243	0	4	40
	241	0	3	40
	242	0	25	90
	240/1C	0	16	0
	240/1D	0	7	5
	235	0	24	25
	236	0	72	55
	228/1	0	9	10
	228/2	0	8	30
	228/3	0	8	5
	227/1/1	0	0	80
	227/1/2	0	1	85
	227/1/3	0	4	95
	317	0	10	55
	318	0	38	10
	320	0	0	40
	321/1	0	11	85
	321/2	0	30	85
	318/1	0	3	30
	315/2	0	2	85
	313/1	0	40	30
	305/1	0	19	50
	305/2	0	32	30
	304/1	0	23	70
	304/2	0	19	70
	302	0	3	45
	277/1	0	0	15

1	2	3	4	5
CHIRAKHAN (Cont'd)				
	277/2	0	13	45
	1445	0	11	55
	1447	0	16	25
	1448/1	0	9	70
	1448/2	0	11	0
	1448/3	0	8	95
	1448/4	0	10	0
	1435/1	0	5	40
	1435/2	0	3	90
	1433/4	0	18	75
	1433/8	0	17	5
2. INDRAWAL				
	499/63/1/3	0	20	45
	499/63/1/4	0	27	85
	88	0	17	10
	86	0	17	5
	87	0	1	50
	91	0	0	10
	92/1	0	9	0
	92/2	0	20	45
	92/3	}	29	15
	92/4		0	
	84	0	0	35
	83	0	0	60
	80	0	10	85
	82	0	13	20
	80/505	0	12	70
	79	0	4	40
	81/2/1	0	2	25
	81/3	0	2	20
	81/1	0	3	0
	81/2/2	0	2	60
	81/4	0	8	30
	97/1	0	32	75
	97/2	0	2	5
	99/1	0	17	20
	99/2	0	6	25
	99/3	0	5	15
	99/4	0	2	90
	103/2	0	1	65
	117	0	34	55
	118	0	9	90
	120/500	0	42	20
	118	0	32	40
	119/1	0	8	90
	119/2	0	3	10
	119/3	0	2	10
	119/4	0	1	75
	120/5	0	2	40
	121	0	11	90
	123	0	24	40
	122	0	3	70
	125/1	0	42	65

1	2	3	4	5
INDRAWAL (Cont'd)				
	125/2	0	50	65
	448/1	0	81	40
	448/2	0	28	35
	446/3	0	12	95
	482	0	35	20
	484	0	41	35
	465	0	60	60
	467/1	0	51	55
	467/2	0	47	90
	494	0	48	75
	495/1	0	22	75
	495/2	0	19	75
	527/495	0	1	80
	492	0	25	30
	525/492	0	15	55
	491/1	0	11	10
	491/2	0	0	75
3. KADOD KALA	643/2	0	91	5
	643/1	0	3	15
	647/2	0	6	30
	642	0	31	30
	647/1	0	34	15
	649/1	0	33	65
	649/2	0	24	0
	649/3/1	0	23	0
	649/3/2	0	24	35
	657/1/1	0	7	20
	517	0	17	30
	518/1	0	32	40
	518/2/1	0	25	15
	540/1/2/1A	0	35	25
	540/1/1	0	39	15
	538	0	6	95
	537	0	14	40
	535	0	17	55
	534	0	21	5
	532	0	5	70
	531/2	0	0	5
	538	0	34	20
	544	0	73	20
	545/2/2	0	8	90
	588	0	11	50
	585	0	4	20
	584/1	0	36	35
	584/2	0	1	15
	548	0	5	45
	549	0	4	0
	550	0	6	20
	551/1	0	3	45
	551/2	0	23	75
	160/2	0	35	35

1	2	3	4	5
KADOD KALA (Cont'd)				
185/2	0	28	85	
142	0	14	85	
170/1	0	9	5	
170/2	0	8	85	
205	0	24	50	
204/1	0	22	20	
204/2	0	18	30	
203/2	0	7	5	
202	0	15	20	
188/2	0	57	85	
188/1C	0	45	90	
348	0	75	10	
344/2	0	2	10	
345	0	68	50	
4. BAMANDHA BADA	14/1/1/2	0	38	85
14/2	0	1	90	
13/2	0	28	85	
22/1	0	41	80	
23	0	38	25	
12	0	0	20	
11/2/2	0	12	85	
10/2	0	0	25	
8/1	0	58	70	
8/3	0	43	10	
30	0	38	60	
31/1	0	0	55	
33/2	0	6	75	
91	0	2	35	
92	0	15	65	
93/2	0	24	0	
94	0	78	85	
5. KADOD KHURD	49/1	0	0	15
36/1	0	34	20	
48	0	45	70	
48	0	11	45	
47	0	27	75	
48	0	15	5	
47	0	38	5	
46	0	0	25	
43	0	42	0	
41	0	62	95	
40/2	0	0	5	
34/1	0	5	85	
34/2	0	19	90	
15	0	20	40	
16/2	0	8	95	
471/13	0	0	20	
13/1	0	49	90	
17/1/1	0	11	0	
10/1	0	58	5	
10/2	0	54	55	
20	0	5	70	

1	2	3	4	5
6. NAGDA				
92/1	0	34	20	
92/2/1	0	21	55	
91	0	13	5	
89	0	2	60	
90	0	35	85	
89	0	1	25	
8	0	21	75	
9/4	0	14	50	
9/4	0	0	55	
9/4	0	1	15	
15	0	0	5	
15	0	0	15	
15	0	18	75	
16	0	33	50	
25	0	35	15	
13/2	0	4	25	
27	0	18	40	
28	0	29	75	
27	0	3	0	
28/1	0	40	10	
28/2	0	30	80	
30	0	17	35	
43	0	18	85	
42	0	20	75	
44	0	17	85	
40	0	8	90	
61/1	0	19	85	
7. RANGARA KHEDI				
263/2	0	5	10	
263/1	0	2	90	
264	0	2	40	
258/1	0	6	55	
258/2	0	35	0	
254	0	48	60	
274/1/4	0	52	15	
274/1/3	0	2	30	
274/2/1	0	28	95	
275	0	9	10	
276	0	20	25	
277/1	0	17	40	
277/2	0	18	30	
301	0	12	70	
299	0	3	55	
317	0	0	50	
318	0	18	30	
313	0	30	75	
312	0	28	85	
321	0	8	75	
8. MAKANI				
19/1/4	0	16	0	
20/1	0	31	0	
9. SANAVADA				
14/1	0	21	55	
14/2	0	18	15	
12	0	26	5	

1	2	3	4	5
SANAVADA (Cont'd)				
11	0	14	80	
9/2	0	48	5	
8/1/2	0	0	35	
8/2	0	1	85	
8/2	0	0	20	
154	0	1	15	
154	0	0	70	
154	0	25	65	
154	0	3	45	
154	0	7	40	
155	0	32	50	
155	0	0	65	
155	0	4	5	
156	0	33	55	
147/1	0	0	70	
164/1/3	0	7	40	
164/1/2	0	31	80	
164/2	0	9	85	
164/1/1	0	20	60	
163/2/2	0	4	60	
165	0	22	50	
166	0	4	85	
162	0	24	50	
172	0	21	60	
169/1	0	25	50	
169/2	0	11	10	
171	0	18	40	
175/1	0	23	35	
175/2	0	19	15	
174	0	7	65	
179/1	0	32	65	
179/2	0	47	80	
183/1/2	1	28	80	
183/2/1	0	60	90	
188/1	0	24	55	
182/3	0	44	15	
781/2	0	8	5	
782	0	61	70	
783/1	0	12	50	
783/2	0	16	20	
783/3	0	18	75	
807	1	52	45	
830/1	0	1	25	
829	0	74	20	
828	0	54	40	
834/1	0	66	10	
850	0	46	45	
849	0	9	55	
848	0	48	60	
11. SILODA BUJURG				
72/2	0	40	30	
72/1	0	24	85	
71/2/1	0	41	25	

1	2	3	4	5
SILODA BUJURG (Cont'd)				
71/5	0	35	20	
5	0	85	55	
10/1	0	5	15	
10/2	0	11	90	
9/2	0	88	15	
7/1/2	0	59	50	
14/4	0	38	20	
14/5	0	40	70	
14/3	0	0	75	
15/2	0	4	0	
15/1	0	61	45	
17/1	0	84	90	
315/1	0	59	90	
315/2	0	0	5	
316/2/1	0	35	85	
316/2/2	0	39	55	
317/1	0	14	5	
317/5	0	0	75	
18/5	0	62	50	
322	0	78	10	
324/1	0	5	95	
12. MEHANTPURA				
2/1	0	49	60	
2/2	0	1	50	
2/3	0	0	10	
1/1	0	51	85	
13. MURADKA				
1083/1/B	0	8	55	
1083/2	0	11	95	
1080/2	0	0	75	
1084	0	2	40	
1086	0	0	50	
1085	0	0	75	
1118/2	0	8	50	
1117/1	0	39	85	
1117/2	0	92	25	
1110	0	26	90	
1109	0	41	40	
1123	0	0	10	
1125	0	15	60	
1123/2	0	28	40	
1123/1A1/1	0	22	50	
1123/1A1/2	0	16	35	
1123/1A/2	0	0	10	
1128	0	13	5	
1121/4/1	0	58	10	
1121/4/4	0	8	60	
1187/2	0	36	40	
1189/2	0	3	30	
1189/3	0	51	75	
1207/1	0	33	50	
1202/1	0	5	75	
1237	0	18	65	
1270	0	24	85	

1	2	3	4	5
MURADKA (Cont'd)				
	1240	0	0	95
	1241	0	15	75
	1242	0	28	45
	1268	0	33	70
	1265/2	0	21	15
	1243/2	0	40	35
	1243/4/1	0	9	25
	1263	0	29	65
	1261/2	0	50	40
	1340	0	58	0
	1342	0	2	15
	1341	0	3	30
	1337	0	52	10
	1381	0	17	60
	1363	0	1	0
	1364/1	0	7	0
	1364/2	0	10	55
	1360	0	20	30
	1364/4/1	0	35	0
	1364/4/2	0	16	45
	1364/5	0	29	25
	1334/1/2	0	8	25
	1365/2	0	33	80
	1373	0	52	65

[No. L. 14014/33/2001-G.P.]
SWAMI SINGH, Director

श्रम मंत्रालय

नई दिल्ली, 15 मई, 2002

का. आ. 1881.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड के ब्रेबंथटन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय अधिकरण/श्रम न्यायालय, जोधपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-30012/24/99-आईआर (विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 15th May, 2002

S.O. 1881.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal/Labour Court, Jodhpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindustan Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 15-5-2002.

[No. L-30012/24/99-IR (M)]
B. M. DAVID, Under Secy.

अनुबंध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय
जोधपुरपीठासीन अधिकारी :—श्री राजेन्द्र कुमार आचार्य आर. एच. जे. एस.
केन्द्रीय औ. वि. सं. : 02/2000श्री रेवतलाल पुत्र श्री गणेशराम भार्कत श्री विजय मेहता सोजतीगेट के
बाहर, जोधपुर।

.....प्रार्थी

बनाम

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि., दी सीनियर रिजनल मैनेजर, जयपुर
तेल भवन, सहकारी मार्ग, जोधपुर।

.....अप्रार्थी

उपस्थिति :

- (1) प्रार्थी की ओर से श्री विजय मेहता प्रतिनीधि
- (2) अप्रार्थी की ओर से श्री डी. एन. शर्मा प्रतिनिधि

अधिनिर्णय

दिनांक 08-02-2002

भारत सरकार के श्रम मंत्रालय ने अपनी अधिसूचना क्रमांक सं. एल-30012/24/99 आई. आर. (एम.) दिनांक 5-8-1999 से निम्न विवाद वास्ते अधिनिर्णय इस न्यायालय को प्रेषित किया है :—

“Whether the action of the management of Hindustan Petroleum Corp. Ltd., Jaipur in terminating the services of Shri Rewatil S/o Shri Ganesh Ram, Ex-Filling

Operator w.e.f. 28-7-95 is legal and justified. If not to what relief the concerned workman is entitled ?”

प्रार्थी ने अपना माँग-पत्र प्रस्तुत करते हुए अधिकारित किया कि प्रार्थी जब कौपीरेशन के जोधपुर स्थित एल. पी. बी. बोटलिंग प्लांट में फिलिंग ऑपरेटर के पद पर कार्यरत था तो उसे अप्रार्थी द्वारा दिनांक 22-6-94 को एक आरोप-पत्र देकर आरोपित किया कि वह 1 जनवरी, 1994 से मई 1994 तक अनाधिकृत अनुपस्थित रहा, प्रार्थी ने 19-7-94 तो उत्तर प्रस्तुत कर आरोपों का खण्डन किया व बताया कि वह 1-1-94 से 21-3-94 तक मूत्र वाहिनी में पथरी हो जाने व इलाज कराने के कारण बीमारी के अवकाश पर रहा जिस हेतु उसने रोग प्रमाण-पत्र प्रस्तुत कर दिये, प्रार्थी के उत्तर को संतोषजनक नहीं मानते हुए अप्रार्थी ने जाँच कराने के आदेश दिये, जाँच अधिकारी ने दिनांक 12-1-95 प्रथम व अन्तिम जाँच कार्यवाही की, प्रार्थी ने स्पष्ट किया कि आरोप-पत्र को जवाब में लिखित बचाव दे चुका है जिस कथन को आरोप स्थीकृति मान लिया गया, जाँच में कोई दस्तावेज सिद्ध नहीं किये, किसी भी गवाह के बयान नहीं कराये गये, इसके उपरान्त भी प्रार्थी को कथित भेजे गये पत्र आदि प्राप्त होना तथा अनुपस्थित रहना मान लिया गया, प्रार्थी को साक्ष्य प्रस्तुत करने का अवसर नहीं दिया, उन दस्तावेजात को छिस्क्सोज नहीं किया जिन्हें प्रार्थी के विरुद्ध काम में लिया जाने वाला था, दस्तावेजों की प्रतियां नहीं दी गई बचाव सहायक नियुक्त करने का अवसर नहीं दिया अतः जाँच नियमों तथा न्याय के प्राकृतिक सिद्धांतों के प्रतिकूल की तथा नो एपीडेन्स का केस होते हुए भी आरोप सिद्ध मान लिया गया, ऐसी त्रुटिपूर्ण जाँच के आधार पर प्रार्थी को सेवा से पृथक करने का अप्रार्थी का आदेश दिनांक 28-7-95 अनुस्थित एवं अवैधानिक है, प्रार्थी का कथन है कि उसने उक्त सेवापृथकता के आदेश के विरुद्ध 13-9-95 को अपील प्रस्तुत की लेकिन उसे भी सुनवाई का अवसर दिये बिना 15-3-96 को निरस्त कर दिया गया यह भी कहा है कि जोधपुर में कार्यरत श्री मुरली भवानी जो वर्षों तक अनुपस्थित रहे, को सेवा में पुनर्स्थापित कर दिया गया, इस प्रकार प्रार्थी के साथ मुरली की तुलना में असमान व्यवहार किया गया। अन्त में निवेदन किया है कि प्रार्थी की सेवापृथकता का दण्डात्मक व अपीलीय आदेश निरस्त किया जावे तथा प्रार्थी को सेवा की निरन्तरता में देय परिलाभों सहित सेवा में पुनर्स्थापित किये जाने का अधिनिर्णय पारित किया जावे।

प्रार्थी की ओर से जवाब प्रस्तुत करते हुए कहा गया है कि प्रार्थी पर केवल अनुपस्थिति का आरोप ही नहीं था वरन् अदालत 10 दिन से अधिक बिना अवकाश के अनुपस्थित रहना, अपने उच्च अधिकारियों के कानूनी व उचित आदेशों की अवहेलना करना, आदतन संस्थान के सेवा नियमों की अवहेलना करना भी था, प्रार्थी ने आरोप-पत्र में वर्णित आरोपों को पूर्ण रूप से स्वीकार किया तथा आद में वह समय-समय पर अपने कथनों में परिवर्तन करता रहा, जाँच अधिकारी को लिखित में आरोप स्थीकृति का पत्र प्रेषित किया, प्रार्थी ने अवकाश का प्रार्थना-पत्र व मेडिकल प्रमाण-पत्र छुट्टियों का उपयोग करते समय कभी नहीं दिया तथा गैर-कानूनी तरीके से लगातार गैरहाजिर रहा, चूंकि प्रार्थी ने लिखित में आरोप स्थीकार कर लिये थे अतः जाँच की कोई आवश्यकता नहीं थी, प्रार्थी ने अपनी गलती स्थीकार की और भविष्य में इस प्रकार की पुनः गलती न करने का भी भरोसा दिया लेकिन इसके बावजूद भी

उसकी आदत में सुधार नहीं हुआ और दिसम्बर 1994 तक समय-समय पर बिना पूर्ण सूचना व अनुमति के स्वेच्छा से अनुपस्थित होता रहा, प्रार्थी को आरोप-पत्र में वर्णित तिथियों का पूर्ण ज्ञान या, समय-समय पर पूर्ण दुराचरणों के लिए भेजे गये पत्रों व तारों का भी ज्ञान था जिन्हें प्रार्थी ने अस्मीकार नहीं किया, प्रार्थी की सेवामुक्ति आरोप-पत्र में वर्णित दुराचरणों के सिद्ध पाये जाने पर ही की गई है, प्रार्थी को बचाव सहायक नियुक्त करने की अनुमति दी जा चुकी थी परन्तु प्रार्थी ने किसी को भी सहायक बनाने के लिए अनुरोध नहीं किया। सेवामुक्ति पूर्णतया कानूनी तौर पर की गई है, प्रार्थी की तुलना मुरली भवानी से नहीं की जा सकती, प्रार्थी के दुराचरण गम्भीर थे एवं प्रार्थी ने और उसके पश्चात् भी आदत में कोई सुधार नहीं हुआ। विशेष कथन में कहा है कि जाँच कार्यवाही पूर्णतया कानून के अनुसार की गई थी यदि न्यायालय इस निष्कर्ष पर पहुंचे कि जाँच कार्यवाही उचित नहीं है तो अप्रार्थी को न्यायालय में आरोप सिद्ध करने हेतु अवसर प्रदान किया जाये। अन्त में विवेदन किया है कि प्रार्थी का भाँग-पत्र सत्यव्य खारिज किया जाये।

उक्त प्रकरण में सर्वप्रथम दोनों पक्षों की बहस विभागीय जाँच की वैधता पर सुनकर दिनांक 3-12-2001 को यह आदेशित किया गया कि प्रार्थी के विद्वान् अप्रार्थी नियोजक द्वारा की गई विभागीय जाँच पूर्णतया फेयर व प्रोपर है।

दोनों पक्षों के विद्वान् प्रतिनिधिगण की बहस दण्ड के बिन्दु पर सुनी, पत्रावली का अवलोकन किया।

पत्रावली पर विपक्षी की ओर से जो दस्तावेजी साक्ष्य प्रस्तुत की गई है उसके अवलोकन से यह प्रकट होता है कि दिनांक 22-6-1994 को प्रार्थी को एक आरोप-पत्र प्रेषित किया गया जिसमें आरोपित किया गया कि वह आदतन बिना उच्च अधिकारियों की अनुमति के अनुपस्थित रहा, आदतन 10 दिन से अधिक बिना अवकाश के अनुपस्थित रहा, उच्चाधिकारियों के कानूनी आदेशों की अवहेलना करना, आदतन संस्थान के सेवा नियमों की अवहेलना करना अंकित किया गया है जिसका जवाब प्रार्थी को ओर से प्रेषित किया गया जिसमें उसने अंकित किया कि दिसम्बर 1993 से मार्च 21-3-1994 तक भराई संयंत्र भराई के कारण अनुपस्थित रहा जिसके कारण मेरी मृत्र चाहिनी में पथरी हो जाने के कारण मैं संयंत्र में उपस्थित नहीं हो सका, रोग ठीक होने के कुछ समय बाद ही मेरे सामने मेरी पारिकारिक समस्या सामने आ गयी और मेरे व मेरी पत्नी के बीच आपस में झगड़ा हो गया जिससे मेरा मानसिक संतुलन बिगड़ गया, मेरे साले ने मुझे जान से मारने की धमकी दी जिससे मेरा मानसिक संतुलन और खराब हो गया इस संबंध के कारण मैं कार्यपालिका में उपस्थित नहीं हो सका आन्तरिक जाँच कार्यवाही में प्रार्थी से जाँच अधिकारी द्वारा पूछे गये प्रश्नों के उत्तर में प्रार्थी ने इस तथ्य को स्वीकार किया है मैं आरोप-पत्र में लगाये गये आरोपों से सहमत हूँ आरोप-पत्र का जवाब मैं लिखित रूप में दे चुका हूँ और मुझे कुछ नहीं कहना है, मुझे एक मौका और दिया जाए भविष्य में ऐसी गलती नहीं होगी। अनुशासनिक अधिकारी ने अपनी रिपोर्ट में अंकित किया है कि प्रार्थी जनवरी 88 से जुलाई 1988 की अवधि में लगभग 113 दिन अनुपस्थित रहा तथा अनुशासनिक अधिकारी ने प्रार्थी को आदतन बिना अनुमति के अनुपस्थित रहने का आदी माना है तथा यह भी माना

है कि उक्त बिना अनुमति अनुपस्थिति के संबंध में उसके उच्चाधिकारियों द्वारा कई बार उसे सलाह दी गई लेकिन प्रार्थी ने अपनी आदत में कोई सुधार नहीं किया, इस प्रकार अनुशासनिक अधिकारी ने प्रार्थी को उच्च अधिकारियों के कानूनी व उचित आदेशों की अवहेलना करने व आदतन संस्थान के सेवा नियमों की अवहेलना करने का दोषी माना है तथा स्वयं प्रार्थी ने जाँच में अनुपस्थिति के आरोप को स्वीकार करते हुए अपनी सहमती दी है तथा भविष्य में ऐसी गलती नहीं करना प्रकट किया है, अनुशासनिक अधिकारी ने अपनी रिपोर्ट में यह स्पष्ट रूप से अंकित किया है कि प्रार्थी को अपने आचरण में सुधार करने का कई बार अवसर दिया गया लेकिन प्रार्थी ने अपने आचरण में किसी प्रकार का कोई सुधार नहीं किया व पूर्व की भौति ही बिना अनुमति प्राप्त किये सेवा से अनुपस्थित रहा, उक्त तमाम परिस्थितियों को मदेनजर रखते हुए अनुशासनिक अधिकारी ने प्रार्थी को सेवामुक्ति का दण्डादेश जारी किया जो प्रार्थी द्वारा कारित दुराचरण के अनुपात में ही पारित किया गया है जिसमें मैं सुकदमे के तमाम तथ्यों एवं परिस्थितियों को देखते हुए किसी प्रकार का हस्तक्षेप करना न्यायोचित नहीं समझता हूँ। फलस्वरूप प्रार्थी को सेवापूर्वकता का जो दण्ड दिया गया है वह कारित दुराचरण के अनुपात में ही पारित किया गया है। अतः प्रार्थी मेरी राय में अप्रार्थी नियोजक से कोई राहत प्राप्त करने का अधिकारी नहीं रहता है।

प्रार्थी के विद्वान् प्रतिनिधिगण द्वारा अपने तकों में यह भी कहा गया है कि प्रार्थी को सेवा से पृथक्ता का जो दण्ड दिया गया है वह अत्यधिक है तथा कठोर है व दुराचरण के अनुपात में नहीं है, उन्होंने अपने तकों के समर्थन में 1997(1) वैस्टन लॉ फैसेज (राज.) पेज 347 इकाबाल हुसैन बनाम स्टेट ऑफ राजस्थान व अन्य तथा 1993 लैब. आई. सी. 1000 (राज.) प्रभुलाल अग्रवाल बनाम दी स्टेट ऑफ राजस्थान प्रस्तुत की जिनका मैंने आदरपूर्वक अवलोकन किया, लेकिन प्रस्तुत प्रकरण के तथ्यों एवं परिस्थितियों को देखते हुए उक्त नजीरों में प्रतिपादित सिद्धांतों से प्रार्थी को कोई सहायता नहीं मिलती है। इसके विपरित विपक्षी के विद्वान् प्रतिनिधि की ओर से प्रस्तुत नजीर 2002 एल. एल. आर. 220 पी. एम. राजू बनाम प्रेजाईंडिंग ऑफिसर लेबर कोर्ट, मदुराई 1998(1) एल. एल. एन. 710 अन्ना ट्रांस्पोर्ट कॉर्पोरेशन स्लेम बनाम लेबर कोर्ट सलेम व अन्य, 2001 III सी. एल. आर. 976 महेश कुमार नरोत्तम भाई बनाम एडमिनिस्ट्रेटिव ऑफिसर नगर प्राधिकारी सहकारी समिति सूरत व अन्य 1991 एल.एल. आर. 546 डी. सी. एम. लि. बनाम लेबर कोर्ट कोटा व अन्य, 2000 एल. एल. आर. 550 अन्ना ट्रांस्पोर्ट कॉ. लि. सालैम बनाम प्रेजाईंडिंग ऑफिसर लेबर कोर्ट, कोयम्बटूर, 1993 एल. एल. आर. 263 के. आई. वर्क बनाम फेक्ट लिमिटेड तथा 2001 (90) एफ. एल. आर. 251 नवरतनमल बनाम स्टेट ऑफ राजस्थान प्रस्तुत की जिनका मैंने आदरपूर्वक अवलोकन किया, उक्त नजीरों में प्रतिपादित सिद्धांत प्रस्तुत प्रकरण के तथ्यों एवं परिस्थितियों से पूर्ण रूप से मेल खाते हैं जिससे विपक्षी के केस को अत्यधिक बल मिलता है।

अतः उपरोक्त विस्तृत विवेदन एवं प्रस्तुत नजीरों में प्रतिपादित सिद्धांतों के परिपेक्ष में भी मैं इस निष्कर्ष पर पहुंचता हूँ कि प्रार्थी को जो सेवा पृथक्ता का दण्ड दिया गया है वह कारित दुराचरण के अनुपात में ही पारित किया गया है जिसमें किसी तरह का हस्तक्षेप करना न्यायोचित

नहीं समझता हूँ। अतः मेरी राय में प्रार्थी इस प्रकरण में कोई राहत अप्रार्थी नियोजक से प्राप्त करने का अधिकारी नहीं रहता है।

अधिनिर्णय

अतः यह अधिनिर्णय किया जाता है कि मैनेजमेंट ऑफ हिन्दुस्तान पेट्रोलियम कार्पोरेशन लि., जयपुर द्वारा प्रार्थी श्री रेषतलाल पुत्र श्री गणेशराम को 28-7-1995 से सेवापृथक करना पूर्णतया उचित एवं वैध है। प्रार्थी अप्रार्थी नियोजक से कोई राहत प्राप्त करने का अधिकारी नहीं है।

इस अधिनिर्णय को प्रकाशनार्थ भारत सरकार के श्रम मंत्रालय को प्रेषित किया जावे।

यह अधिनिर्णय आज दिनांक 08-02-2002 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

राजेन्द्र कुमार चाचाण, न्यायाधीश

नई दिल्ली, 15 मई, 2002

का. आ. 1882.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओ. एन. जी. सी. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण, मुम्बई के पंचाट (संदर्भ संख्या 2/188 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-30012/26/99-आई. आर. (विधिध.)]

बी. एम. डेविड, अधर सचिव

New Delhi, the 15th May, 2002

S.O. 1882.—In pursuance of Section 17 of the Industrial Disputes, Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/188 of 1999) of the Central Government Industrial Tribunal, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of O. N. G. C. and their workman, which was received by the Central Government on 15-5-2002.

[No. L-30012/26/99-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. II, MUMBAI

PRESENT:

S. N. SAUNDANKAR, Presiding Officer

Reference No. CGIT-2/188 of 1999.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF O.N.G.C. LTD.

O.N.G.C. Ltd.
The Regional Director (MRBC)
Vasudhara Bhavan, Bandra (E),
MUMBAI 400 051.

AND

Their Workmen
The Secretary General,
Petroleum Employees Union,
Tel-Rasayan Bhavan,
Tilak Road,
Dadar,
MUMBAI 400 014.

APPEARANCES:

FOR THE EMPLOYER : Mr. G. D. Talraja,
Representative.

FOR THE WORKMEN : Mr. Jaiprakash Sawant,
Advocate
Mumbai, Dated 20th
February, 2002.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-30012/26/99/IR(M), dated 10-09-1999, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of ONGC Ltd. in terminating the services of Mr. C. D. Kamat, Ex-Cleaner, Gr. II w.e.f. 27-5-1995 is legal and justified? If not, to what relief the workman is entitled?

2. Workman Kamat, was employed in the company in the capacity of Khalasi from December, 1979. He was confirmed in the post of Cleaner, Grade-III from 4-6-81 and subsequently he was promoted as Cleaner Grade-II. It is contended by the workman that he was permanent employee of the company. He was mentally ill during the period 15-8-91 to 16-8-92. Therefore he could not report for his duty. He had intimated the reasons of his absence to the company. He was under treatment of Dr. Pinto, Department of Psychiatry, Nair Hospital, Mumbai. After treatment he was certified fit by the said Doctor he went to resume on duty on 17-8-1992. It is contended that company initiated inquiry against the workman for his absence and accordingly he appeared before the inquiry officer Mr. Haranadh on 7-10-92, and that his statements were recorded by the inquiry officer. He had submitted certificate

issued by Dr. Pinto of Nair Hospital. It is contended that inquiry was not conducted in accordance with the Principles of Natural Justice and that the findings of the inquiry officer are perverse. It is contended that on the basis of the inquiry report Disciplinary Authority terminated his services from 27-6-94. He had challenged the same before the Appellate authority, however by order dtd. 28-2-95 his representation was turned down. He had raised dispute before the R.L.C.(C) who in turn, tried conciliation, but, failed. It is the contention of workman that his termination being unlawful management company be directed to reinstate him with full back wages.

3. O.N.G.C., resisted the claim of workman by filing Written Statement (Exhibit-10) contending that workman was removed from the service from 27-6-94 and not from 27-5-95, as mentioned in the schedule. It is contended that workman governed under the ONGC (Conduct, Discipline & Appeal) Regulations, 1976, Remaining absent on duty is a misconduct under the said rules. It is contended workman without intimation remained absent from duty, from 16-8-91 to 14-8-92 thereby causing lot of hardship/inconvenience to the company, and it disrupted the smooth working of Transport Section. It is contended since absence of workman from their duty from 16-8-91 was unauthorised by Memo dated 30-8-91 he was directed to report for duty. However, he failed. He was again sent second memo dated 30-10-91 but in vain. He was issued notice dtd. 9-1-92 calling upon him to submit his explanation for unauthorised absence and failing which he was given chargesheet dated 6-7-92 alleging his unauthorised and wilful absence from duty from 16-8-91. It is contended Mr. Haranadh, Deputy General Manager held inquiry of the allegations mentioned in the chargesheet referred to above in accordance with ONGC (Conduct, Discipline & Appeal) Regulations, 1976. It is contended that the workman vide his statement dated 7-10-92 admitted on his unauthorised absence without leave and intimation from 16-8-91. It is contended on giving sufficient opportunity the inquiry officer by his report and finding dated 23-10-92 held the charges proved. It is contended by the letter dated 15-6-93 copy of the report and the findings of the inquiry officer, was given to the workman for his submissions, which he replied on 13-11-93. The Disciplinary Authority on the basis of the report terminated the services of the workman for his proved misconduct on remaining absent from duty, on 27-6-94. It is contended inquiry was fair and proper and the findings were recorded by the inquiry officer on the basis of the evidence before him. Consequently the inquiry be held proper.

4. My Learned Predecessor framed preliminary issues (Exhibit-13) and in that context workman Kamat filed affidavit by way of Examination-in-Chief (Exhibit-16) and closed evidence vide purshis (Exhibit-20). Management did not lead evidence vide purshis (Exhibit-21).

5. Workman filed Written submissions (Exhibit-22) and the Management, company (Exhibit-24) alongwith the copies of the rulings (Exhibit-25). On hearing the Learned Counsel for the parties at length, and perusing the record as a whole, I record my findings on the following preliminary issues for the reasons mentioned below :—

Issues	Findings
1. Whether the domestic inquiry which was conducted against the workman was against the Principles of Natural Justice?	No
2. Whether the findings of the inquiry officer are perverse?	No

REASONS

6. According to the workman Kamat, the inquiry officer made haste and added that the inquiry is defective as it was not conducted in accordance with the Principles of Natural Justice and further disclosed that the management erred in considering the service regulations while initiating disciplinary action against him and further stated that findings of the inquiry officer are perverse. In short, on these grounds according to workman inquiry vitiates. So far the haste alleged to have been done by the inquiry officer in conducting the inquiry is concerned, workman admits in his cross-examination, para. 7 that on the date of inquiry i.e. 7-10-92 he told the inquiry officer that he was absent on duty from 16-8-91 and therefore he be pardoned and that there is no necessity to make an inquiry. He admits on recording his statement by the inquiry officer on 7-10-92 pg. 10/Exhibit-12. On perusing the inquiry proceeding filed with list (Exhibit-12), inquiry of the charges dated 6-7-92 pg. 7 was commenced on 7-10-92 and that the inquiry report was dated 23-10-92. Workman admits that the inquiry was held as per the rules of the company. In view of this, hardly can be said that, inquiry officer made haste in conducting the inquiry.

7. So far the inquiry as alleged to be defective, nothing of the sort to that effect. Workman admittedly received chargesheet dtd. 6-7-92. According to him, he was not given copies of the material documents for which he had complained to the union and through that union a letter was given to management, in writing. However, he does not possess copy of that letter. So far his oral complaint to that effect is concerned, does not implicit reliance for the simple reason that on 7-10-92 by way of statement he had prayed for pardon and that he pointed out that, there is no necessity to make an inquiry, therefore question of demanding copies by the workman even orally, does not arise. He admits that whatever documents he had intended, tendered during inquiry.

8. Workman admits that Mr. Haranadh was the inquiry officer and Mr. Tyagi was representing the company.

According to company, one Mr. Kholi was Defence Representative, Workman denied that Kholi was his Defence Representative. However, curious enough is that, in cross-examination he admits his signature and that of Kholi along with the signatures of the inquiry officer and the management's representative, Mr. Tyagi on the statement, pg. 10 (Exhibit-12). This shows that Kholi was the Defence Representative. Had workman not received copies of the documents, said Kholi would have complained, however, that is lacking. This shows workman had received copies of material documents.

9. Workman Kamat admits on receiving copy of the inquiry report and the letters, giving opportunity to say on that, vide pages 11 to 16 (Exhibit-12). The Learned Counsel Shri Talreja for the management submits that workman vide statement, pg. 10 (Exhibit-12) admitted on remaining absent without intimation from 16-8-91. Therefore in fact there is no necessity to hold inquiry and from this point of view, contention of the workman that inquiry is defective has no relevance. He has relied on the decision *Instrumentation Ltd. Vs. Presiding Officer, Labour Court and Anr. 1988 ILLJ, Pg. 222* Their Lordships observed :

“So far as the position in law is concerned if the workman against whom disciplinary proceedings are executed, admits his guilt, there is no necessity for the management to hold an inquiry.”

In the case in hand, inquiry was held and that workman during the course of inquiry by the statement referred to above, admitted to have remained absent. Consequently inquiry can be said to have been conducted as per the Principles of Natural Justice.

10. Inquiry Officer as seen from the report dated 23-10-92 pg. 11/Exhibit-12 held, on proving of negligence on the part of the workman. Workman as stated above, himself admitted on remaining absent without intimation, therefore, the finding can be said to be based on the material on record, and that it is not all perverse. In this view of the matter, the inquiry being as per the Principles of Natural Justice, and the findings being not perverse, issues are answered accordingly and hence the order :—

ORDER

The Domestic inquiry conducted against the workman was as per the Principles of Natural Justice. The findings of the inquiry officer are not perverse.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 15 मई, 2002

का. आ. 1883.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जनरल इंडस्ट्रीज कार्पोरेशन के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकारण, चंडीगढ़ के पंचाट (संदर्भ संख्या 38/1995) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-29012/132/94-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th May, 2002

S.O. 1883.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/1995) of the Central Government Industrial Tribunal, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of General Industries Corporation and their workman, which was received by the Central Government on 15-5-2002.

[No. L-29012/132/94-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH.

Case No. I. D. 38 of 1995

Sh. Lachhman Dass

C/o Sh. R.K. Parmar,

Qtr. No. 35-G, Nangal Township,

Distt. Ropar (Pb.)

.....Applicant.

Vs.

General Manager,

General Industries Corporation,

Shimla (H.P.)

.....Respondent.

REPRESENTATIVES

For the workman : Shri R.K. Parmar.

For the management : Shri V.K. Gupta

AWARD

Dated : 30-4-2002

The Central Govt. Ministry of Labour, vide Notification No. L-29012/132/94-I.R. (Vividh) dated 10th May 1995 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of M/s H.P. General Industry Corporation Ltd. in terminating the

services of Shri Lachman Dass, Chowkidar, w.e.f. 31-1-93 is legal and justified? If not, to what relief the workman is entitled?"

2. The applicant in the claim statement has pleaded that he was employed on daily wages on 5-5-1989 as skilled labourer with the management and continued up to 30-1-1993. When he reported for duty on 31-1-1993 he was not allowed to join there. Thus the management has terminated his service without following the procedure laid down in Section 25-F of the I.D. Act, 1947. He has thus claimed that he be reinstated in service with continuity and full back wages.

3. The respondent in written statement has admitted that the workman joined duty on 5-5-1989 and he worked with the management intermittently. But he left the employment of the respondent of his own. It is admitted that no action was taken against his absence from the duty. Since the management had not terminated his services, therefore, no notice pay or compensation was payable. As the workman did not report for duty then ultimately alternative arrangement was made. Thus the management prayed for the dismissal of the reference.

4. In evidence, the workman filed his affidavit Ex. W1 and documents Ex. W2. The workman also produced letter Ex. W3 in evidence. In rebuttal the management filed the affidavit of Shri M.S. Pathania, Manager, Mining Project as Ex. M2 and documents Ex. M1 and Ex. M3.

5. I have heard the representatives of both the parties and have gone through the evidence and documents on record.

6. It has been argued on behalf of the management that as per reference order the respondent was M/s General Manager, General Industries Corporation, Shimla and now the M/s H.P. General Industry Corporation Ltd. In my opinion this objection is only a technical one holding no merit. In the reference itself it has been mentioned that H.P. General Industry Corporation Ltd. have terminated the services of Lachman Dass. Therefore it was a known fact of both the parties and as such none of them have any prejudice by this clerical mistake.

7. On behalf of the workman it has been argued that the workman had been in service of the management right from 4-5-89 as skilled labourer at Khadan Delang Mining Project Distt. Bilaspur and he continuously remained there till 30-1-1993. This fact was also admitted by Mr. Pathania on behalf of the respondent in para no. 3 of the written statement. He has admitted that Lachhman Dass petitioner joined initially on 4-5-89 as casual unskilled Labour at Khadan Delang Mining Project, Distt. Bilaspur. He has deposed that employment of the workman was intermittent in nature subject to availability of work. He has also stated in para no. 4 of written statement that Lachhman Dass had himself of his own stopped reporting for work from

27-1-1993. The management however granted him compulsory rest from 27-1-93 to 30-1-93 and he did not report afterward. It has been argued on behalf of the management that thus the management did not retrench his services but he himself abandoned the job. On the other hand this fact has been denied on behalf of the workman stating that he never abandoned the job. For his argument the Learned representative of the workman has relied on *Sita Ram Vs. Labour Court Patiala* a judgement of the Pb. & Haryana High Court decided on 18-5-1995. In this case Law the Hon'ble High Court has stated that "Absence" simpliciter by itself cannot be equated to abandonment of service. "Absence" means to be absent from the specified place and not physically present "abandonment", on the other hand, connotes the conscious decision of the person who relinquishes the position held by him. He has thus argued that by no iota of evidence it is not proved by the management that the workman had abandoned the job. It may be consider that on the part of the workman there might have some absorption but it does not mean that he took the conscious decision to relinquish the post held by him. The Learned representative of the workman has drawn my attention to Ex. M3 whereas the absentee days of Lachhman Dass have been mentioned. This abstract of days of absence relates from the period from 12-10-89 to 31-1-93. Even if he did not attend his duty on 27-1-93 and if it is taken, that whether upto 27-1-93 in one calendar year he had completed 240 days or not, by calculation according to Ex. M3 also his working days comes to more than 240 days and therefore without complying of the provisions of Section 25-F of the I.D. Act and without holding any departmental enquiry or giving him any notice, the services of the workman could not be terminated. I am thus of the opinion that workman is entitled to be reinstated subject to the retirement age.

8. So far as the back wages is concerned there is no evidence on the record that after 27-1-93 the workman has reported for duty. I am therefore of the considered of the opinion that he is not entitled to any back wages from the period 27-1-1993 today.

Reference is answered accordingly. Central Govt. be informed.

Chandigarh.

Dated :

S.M. GOEL, Presiding Officer

नई दिल्ली, 15 मई, 2002

का. आ. 1884.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ओलानी औरस सार्फेस के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 31/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-05-2002 को प्राप्त हुआ था।

[सं. एल-29011/43/2000-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 15th May, 2002

S.O. 1884.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2000) of the Central Government Industrial Tribunal Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bolani Ores Mines and their workman, which was received by the Central Government on 15-05-2002.

[No. L-29011/43/2000-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT:

SHRI S. K. DHAL, OSJS, (SR. BRANCH),
Presiding Officer

CGIT-CUM-LABOUR COURT, BHUBANESWAR

INDUSTRIAL DISPUTE CASE NO. 31/2000

Date of conclusion of hearing—4th April 2002

Date of Passing Award—24th April 2002

BETWEEN

The Management of the Deputy
General Manager, Bolani Ores Mines,
RMD, SAIL, P.O. Bolani, Dist.
Keonjhar

1st Party-Management

AND

Their Workmen, represented through the
General Secretary, Barbil Workers Union,
P.O. Barbil, Keonjhar.

2nd Party-Union

APPEARANCES:

Shri R. C. Tripathy,
Asst. Chief Law Officer.

For the 1st Part-
Management.

None.

For the 2nd Party-
Union.

AWARD

1. The Government of India in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/43/2000/IR (M), dated 24-10-2000 :—

“Whether the action of the Management of Bolani Ores Mines, RMD, SAIL in terminating the services of Shri Jadu Munda and Laxman Munda is Justified? If, not to what relief the workmen are entitled to?”

2. The 2nd Party is representing the case of Shri Jadu Munda and Laxman Munda. As per the Claim Statement, the case of the 2nd Party is that both the workmen were working as Mazdoor since January 1990 under the Mines of the 1st Party-Management. They were deputed to work as plantation worker. They were being paid wages equal to the wages being paid to the un-skilled category of workmen of the same industry. The 2nd Party made regular representation for equal wages. That irritated the 1st Party-Management as a result of which without paying equal wages, the 1st Party-Management terminated the services of the 2nd Party with effect from 30-11-1998. The procedures required for termination under Section 25-F of the Industrial Dispute Act was not followed. Dispute was raised, reconciliation failed, hence, the present reference.

3. The 1st Party-Management in their Written Statement has submitted that, the concerned persons were self-employed persons and there never exists any employer and employee relationship between the 1st Party-Management and the concerned persons. The plantation work is a periodic work and that comes to an end on the completion of the planting. The villagers, amongst themselves, selected few hands to whom the main responsibility is assigned and those selected persons through other villagers get the work done. So, there is no control of the 1st Party-Management either direct or indirect. According to the 1st Party-Management there is absence of employer and employee relationship, so the present reference is not maintainable and the question of termination of services does not arise as per Section 25-F of the Industrial Dispute Act.

4. On the above pleadings of the parties, the following Issues have been settled :

1. Whether there exists any employer and employee relationship between the Management and Jadu Munda and Laxman Munda?
2. Whether the action of the Management in terminating the services of Shri Jadu Munda and Laxman Munda is justified?
3. Whether the reference is maintainable?
4. To what relief the workmen are entitled?

5. After examination of one witness on behalf of the 2nd Party i.e. on 12-7-2001 the status of the 2nd Party-Union to represent the concerned workmen was challenged. Thereafter no body took part in the proceeding inspite of notice and the concerned workmen also did not appear. So, there evidence was treated as closed. The 1st Party-Management had also examined one witness on 4-4-2002.

FINDINGS

ISSUE No. I, II and III

One of the workman who was examined as Workman Witness No. 1 has admitted in the cross-examination that he was not issued any written order to work under the 1st Party-Management. He was called by on Shri Chitta Babu to work and he was getting Rs. 600/- per month from him. His evidence does not make out a case that there was relationship of the employer and employee between the parties. On the other hand, the evidence of the 1st Party-Management is that work orders were issued to different persons under Ext.-A. The said work was completed as per Ext. -B and payment was made as per Ext.-C. The concerned workmen were never worked under the direct control of the 1st Party-Management. The gate passes were issued to them to work in the mines and according to the 1st Party-Management that would not only be a ground to claim that they are the employees of the 1st Party-Management. After perusal of the evidence on record I am of the opinion that, the disputants have failed to make out a case that their termination is illegal and that the reference is maintainable. In view of the fact that there never exists any relationship between the employer and employee, the question of termination would not arise and in that case, the question of violation of provisions of Industrial Dispute Act also not come to the picture. On the other words, the reference is not maintainable and the termination is not illegal.

ISSUE No. IV

7. In view of my findings given in respect of Issue No. I, II and III the Workmen of the 2nd Party is not entitled for any relief.

8. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 20 मई, 2002

का. आ. 1885.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उ. प्र. राजकीय निर्माण निगम लि. के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 165/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2002 को प्राप्त हुआ था।

[स. एल-15012/2/99-आई. आर. (विधिधि)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th May, 2002

S.O. 1885.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 165/99) of the Central Government Industrial Tribunal New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of U.P. Rajkiya Nirman Nigam Ltd. and their workman, which was received by the Central Government on 20-5-2002.

[No. L-15012/2/99-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR : COURT NEW DELHI

Presiding officer : Shri B. N. Pandey

I.D. No. 165/99

Shri Dharam Raj

C/o Industrial Workers Union,

D-23, Gasta Housing Complex,

B-3, Paschim Vihar,

New Delhi.

..Workman/Union.

Versus

The General Manager,

U.P. Rajkiya Nirman Nigam Ltd.,

Jamia Nagar

New Delhi.

...Respondent.

AWARD

1. The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide Order No. L-15012/2/99-IR(M) dated 07-06-1999 of the Ministry of Labour, Govt. of India :—

"Whether the action of the General Manager, U.P. Rajkiya Nirman Nigam Ltd., Jamia Nagar New Delhi, in stopping from duty w.e.f. 14-11-97 Shri Dharam Raj, Work Agent, engaged in their project work of construction of ESIC Hospital and Residential Complex, Rohini, Delhi, is justified and legal ? If not, to what relief the workman is entitled to ?"

2. After service of notice, Mr. Ramesh Aggarwal, claiming to be 'Maha Mantri' of Workers Union appeared on several dates, also sought time for filing claim statement, but despite several opportunity being given no claim statement was filed so far. It transpires that none has been appearing on either side for the last four dates and even today none is present on either side. Hence, it appears that the workman/union is not interested in contesting the claim.

3. Therefore, no dispute award is hereby given, parties shall bear their own costs.

BADRI NIWAS PANDEY, Presiding Officer

Dated : 17-05-2002

नई दिल्ली, 20 मई, 2002

का.आ. 1886.—ऑद्योगिक विधाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बोलानी और समाईंस के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विधाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 30/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-02 को प्राप्त हुआ था।

[सं. एल-29011/41/2000-आई.आर. (विविध)]

बी.एम.डेविड, अधर सचिव

New Delhi, the 20th May, 2002

S.O. 1886.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 30/2000) of the Central Government Industrial Tribunal Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bolani Ores Mines and their workman, which was received by the Central Government on 20-05-02.

[No. L-29011/41/2000-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT,
BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer,
C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 30/2000
Date of conclusion of hearing—4th April, 2002

Date of Passing Award—30th April, 2002

BETWEEN

The Management of the Deputy
General Manager, Bolani Ores Mines,
RMD, SAIL, P.O. Bolani,
Dist. Keonjhar ...1st Party-Management

AND

Their Workmen, represented through
the General Secretary, Barbil Workers
Union, P. O. Barbil, Keonjhar. ...2nd Party-Union

APPEARANCES:

Shri R. C. Tripathy,
Asst. Chief Law Officer. ...For the 1st Party-
Management.

None. ...For the 2nd Party-
Union.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/41/2000/IR (M), dated 17-10-2000 :—

“Whether the action of the Management of Bolani Ores Mines, RMD, SAIL in terminating the service of Shri Kanuram Honhang and Shri Guman Munda with effect from 1-4-1999 is Justified ? If not, to what relief the workmen are entitled to ?”

2. The 2nd Party is representing the case of Shri Kanuram Honhang and Shri Guman Munda. As per the claim Statement, the case of the 2nd Party is that both the workmen were working as Mazdoor since January, 1990 under the Mines of the 1st Party-Management. They were deputed to work as plantation worker. They were being paid wages equal to the wages being paid to the un-skilled category of workmen of the same industry. The 2nd Party made regular representation for equal wages. That irritated the 1st Party-Management as a result of which without paying equal wages, the 1st Party-Management terminated the services of the 2nd Party with effect from 01-04-1999. The procedures required for termination under section 25-F of the Industrial Dispute Act was not followed. Dispute was raised, reconciliation failed, hence, the present reference.

3. The 1st Party-Management in their Written Statement has submitted that, the concerned persons were self-employed persons and there never exists any employer and employee relationship between the 1st Party-Management and the concerned persons. The plantation work is a periodic work and that comes to an end on the completion of the planting. The villagers, amongst themselves, selected few hands to whom the main responsibility is assigned and those selected persons through other villagers get the work done. So, there is no control of the 1st Party-Management either direct or indirect. According to the 1st Party-Management there is absence of employer and employee relationship, so the present reference is not maintainable and the question of termination of services does not arise as per Section 25-F of the Industrial Dispute Act.

4. On the above pleadings of the parties, the following Issues have been settled.

1. Whether there exists any employer and employee relationship between the Management and Shri Kanuram Honhang and Shri Guman Munda ?
2. Whether the action of the Management in termination the services of Shri Kanuram

Honhaga and Shri Guman Munda is Justified ?

3. Whether the reference is maintainable?

4. To what relief the workmen are entitled?

5. After examination of two witnesses on behalf of the 2nd Party i.e. on 12-7-2001 the status of the 2nd Party-Union to represent the concerned workmen was challenged. Thereafter no body took part in the proceeding inspite of notice and the concerned workmen also did not appear. So, there evidence was treated as closed. The 1st Party-Management had also examined one witness on 4-4-2002 and has exhibited three documents as Ext-A, Ext-B and Ext-C series.

FINDINGS

ISSUE No. I, II & III

6. One of the workman who was examined as Workman Witness No. 1 has admitted in the cross examination that he was not issued any written order to work under the 1st Party-Management. He was called by one Shri Chitta Babu to work and he was getting Rs. 600/- per month from him. His evidence does not make out a case that there was relationship of the employer and employee between the parties. On the other hand, the evidence of the 1st Party-Management is that work orders were issued to different persons under Ext.-A. The said work was completed as per Ext. -B and payment was made as per Ext.-C. The concerned workmen were never worked under the direct control of the 1st Party-Management. The gate passes were issued to them to work in the mines and according to the 1st Party-Management that would not only be a ground to claim that they are the employees of the 1st Party-Management. After perusal of the evidence on record I am of the opinion that, the disputants have failed to make out a case that their termination is illegal and that the reference is maintainable. In view of the fact that there never exists any relationship between the employer and employee, the question of termination would not arise and in that case, the question of violation of provisions of Industrial Dispute Act also not come to the picture. On the other words, the reference is not maintainable and the termination is not illegal.

ISSUE No. IV

7. In view of my findings given in respect of Issue No. I, II & III the Workmen of the 2nd Party is not entitled for any relief.

8. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 20 मई, 2002

का. आ. 1887.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार

मैं, मिनरल्स माइनरस एण्ड ट्रेडर्स के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, झैंगलोर के पंचाट (संदर्भ संख्या 81/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/05/02 को प्राप्त हुआ था।

[सं. एल-29011/54/99-आई.आर.(विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 20th May, 2002

S.O. 1887.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 81/2001) of the Central Government Industrial Tribunal, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Mineral Miners and Traders and their workman, which was received by the Central Government on 20/05/2002.

[No. L-29011/54/99-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT

“SHRAM SADAN”

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE

Dated : 30th April 2002

PRESENT

HON'BLE SHRI V. N. Kulkarni, B. Com, LLB,
Presiding Officer

CGIT-CUM-LABOUR COURT,

BANGALORE.

C.R. No. 81/2001

I PARTY II PARTY

Smt. K. Somashekhar,	The partner/Owner
President,	M/s Mineral Miners & Traders,
Samyuktha Gani	17/5 Patel Nagar,
Karmikara Sangha,	Bellary-583101
9/1, Kalamma Street,	
Bellary-583101	

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-29011/54/99-IR(M) dated 21st November, 2001 for adjudication on the following schedule :

SCHEDULE

"Whether Demand Nos. 1, 2 & 3 raised by the President, Samyuktha Gani Karmikara Sangha, vide letter dated 23rd July 1999 (copy enclosed) against the management of M/s. Mineral Miners & Traders, Bellary justified? If so, to what relief the concerned workmen are entitled?"

2. The President of Samyuktha Gani Karmikara Sangha has raised this dispute and the dispute referred is regarding Demand Nos. 1, 2 & 3.

3. Parties appeared. During the pendency of the dispute Joint Memo is filed and the matter is amicably settled. The memo says that the matter is amicably solved and the terms and conditions of the settlement have been fully implemented and no further adjudication is required through CGIT, Bangalore and has prayed to close the dispute.

4. In view of the above joint memo the reference is closed.

(Dictated to PA transcribed by her corrected and signed by me on 30th April, 2002)

V.N. KULKARNI, Presiding Officer

नई दिल्ली, 20 मई, 2002

का.आ. 1888.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भै. हार्ड रोक टैकनो इंजिनियरिंग एसोसिएट्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण भुवनेश्वर के पंचाट (संदर्भ संख्या 45/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2002 को प्राप्त हुआ था।

[सं. एल-29012/15/98-आई.आर. (विविध)]

बी.एम.डेविड, अमर सचिव

New Delhi, the 20th May, 2002

S.O. 1888.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 45/2001) of the Central Government Industrial Tribunal Bhubaneswar now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Hard Rock Techno Engg. Associates and their workman, which was received by the Central Government on 20-05-2002.

[No. L-29012/15/98-JR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

PRESENT:

Shri S. K. Dhal, OSJS, (Sr. Branch),
Presiding Officer,
C.G.I.T.-cum-Laobur Court, Bhubaneswar.

TR. INDUSTRIAL DISPUTE CASE NO. 45/2001

Date of conclusion of hearing—12th April, 2002

Date of Passing Award—26th April, 2002

BETWEEN

The Management of the Site Agent,
M/s. Hard Rock Techno Engineering Associates,
Sargipali Mines of Hindustan Zinc Ltd.,
P.O. Zinc Nagar,
Sundargarh-770 072. ... 1st Party-Management

AND

Their Workmen, represented through
Shri Krupanidhi Patel & Others,
At. Bijadihi, P.O. Anulabahal,
Via. Lephripara, Dist. Sundargarh ... 2nd Party-Workmen

APPEARANCES :

Shri G. Pujari, N. K. Pattanaik,
Advocates. ...For the 1st Party-Management.

None. ...For the 2nd Party-Workmen.

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/15/98/IR (M), dated 28-07-1998 :—

"Whether the termination of S/Shri Krupanidhi Patel, Bipin Bihari Patel, Basant Kumar Naik, Hrudeswar Patta, Kedamath Sah, Dulanand Patel, Prasant Kumar Naik, Nain Singh, Raghu Khadia and Shri Banamali Majhi, with effect from 1-2-1997 by the Management of Hard Rock Tekno Engg. Associates, Contractor of Hindustan Zinc Ltd. is justified? If not, to what relief the Workmen are entitled to?"

2. The case of the 2nd Party may be stated in brief.

The concerned Workmen who are being represented by the 2nd Party had joined under the 1st Party-Management

as semi-skilled workmen on different dates and years as mentioned below.

Name of the Workmen	Date of Joining
1. Shri Krupanidhi Patel	26-10-1985
2. Shri Bipin Bihari Patel	01-09-1985
3. Shri Basnt Kumar Naik	01-06-1986
4. Shri Hrudeswar Patta	01-09-1985
5. Shri Kedar Nath Sah	01-09-1985
6. Shri Dulanand Patel	01-09-1985
7. Shri Parasant Kumar Naik	01-09-1985
8. Shri Nain Singh	12-11-1984
9. Shri Raghu Khadia	01-09-1985
10. Shri Banamali Majhi	01-09-1985

They have worked with much sincerity but suddenly their services were terminated on 1-2-1997. During their service period there were no adverse remarks against them. It is alleged that, the termination of the services of the concerned workmen being retrenchment as defined under section 2(oo) of the Industrial Dispute Act, 1947, they are entitled to the benefit of mandatory pre-condition of Section 25-F of the Industrial Dispute Act, 1947 and non-compliance of the provisions makes the action of the 1st Party-Management *ab initio* void in the eyes of law and as such, the concerned workmen are entitled to be reinstated in service with full back wages with all consequential benefits.

3. The 1st Party-Management has filed their Written Statement. They have pleaded that, the reference is not maintainable as the reference has been made by the Government of India (Ministry of Labour) mechanically without application of mind. The 1st Party-Management being a contractor under Hindustan Zinc Limited, Sargipali Mine, gets work order from time to time and execute the work by engaging the workmen from time to time depending upon the work orders. When the work is over, being a Contractor he had to retrench the services of the workmen after making full and final payment. The dispute was made with some vested interest.

4. On the above pleadings of the parties the following issues have been settled.

1. Whether the reference is maintainable?
2. Whether the termination of Shri Krupanidhi Patel, Bipin Bihari Patel, Basant Kumar Naik,

Hrudeswar Patta, Kedarnath Sah, Dulanand Patel, Parasant Kumar Naik, Nain Singh, Raghu Khadia and Shri Banamali Majhi, with effect from 1-2-1974 by the Management is Justified?

3. If not, to what relief the workmen are entitled?
5. When the case was posted for hearing the 2nd Party wanted to adduce oral evidence. They took adjournments for production of witnesses. But subsequently, they did not appear and have been set *ex parte*. The 1st Party-Management has not examined any witnesses and had addressed the Tribunal basing on the records.

FINDINGS

ISSUE NOS. I & II

6. The dispute has been raised by the 2nd Party and accordingly, this Tribunal has been asked by the Government of India (Ministry of Labour) to answer the reference. Unless, the materials are placed before the Tribunal it is difficult to express any opinion, whether any dispute exists between the parties. So, in that case, the initial burden lies on the 2nd Party to place the materials like oral or documentary evidence to convince the Tribunal that a dispute exists and they are entitled to get the relief claimed. In absence of their evidence, the 1st Party-Management is not required to adduce any negative evidence. If the 2nd Party-Union would have adduced the evidence the 1st Party-Management would have got opportunity to give rebuttal evidence. But in this case the 2nd Party has failed to produce any type of evidence before this Tribunal in spite of opportunity extended to them. So, in my opinion the 2nd Party has failed to make out a case. In the other words it can not be said that, the termination of the workmen concerned as stated above made by the 1st Party management is unjustified. When the concerned workmen have failed to place materials that they are the workmen under the 1st Party-Management it can safely be said that the present reference is not maintainable. Hence, the above two Issues are answered accordingly.

ISSUE NO. III

7. In view of my findings given in respect of Issue No. I and II the workman concerned are not entitled for any relief.

8. Reference is answered accordingly.

S. K. DHAL, Presiding Officer

नई दिल्ली, 20 मई, 2002

का. आ. 1889.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टील ऑड्योरिटी ऑफ इण्डिया लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कोलकाता के पंचाट (संदर्भ संख्या 36/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-02 को प्राप्त हुआ था।

[सं. एल-29012/73/98-आई.आर.(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th May, 2002

S.O. 1889.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/1998) of the Central Government Industrial Tribunal, Kolkata now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Steel Authority of India Ltd. and their workman, which was received by the Central Government on 20-05-02.

[No. L-29012/73/98-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 36 of 1998

Parties : Employers in relation to the management of Steel Authority of India Limited, RMD.

AND

Their workmen.

Present : Mr. Justice Bharat Prasad Sharma
.....Presiding Officer

Appearance :

On behalf of Management	Mr. A. Ghosh, Advocate with Mrs. T. Dasgupta, Advocate.
On behalf of Workmen	Mr. A. Bhadury, Trade Union Representative.

State : West Bengal. Industry : Steel.

Dated : 7th May, 2002.

AWARD

By Order No. L-29012/73/98/IR(M) dated 18-09-1998 and Corrigendum of even number dated 04-03-1999 the Central Government in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Raw Material Division, Steel Authority of India Ltd.,

Kolkata in terminating the services of Shri Om Prakash Ojha, Khalashi, Gr.II, w.e.f. 19-07-1991 is just and fair? If not, to what relief the concerned workman is entitled?"

2. The reference in question relates to termination of service of one workman, Om Prakash Ojha, Khalashi Grade-II of the Raw Material Division of the Steel Authority of India Ltd. with effect from 19-07-1991. The termination of service of this workman was challenged on behalf of the union, known as Bokaro Progressive Front and when the conciliation efforts could not bear any fruit, the failure report was submitted to the Government of India in the Ministry of Labour and the present reference has been made.

3. From the written statement filed on behalf of the union it appears that the workman concerned was appointed by the Steel Authority of India Ltd., Bokaro Steel Plant as Khalashi Grade-II on 2nd June, 1990. It is stated that the Steel Authority of India apart from owning Steel plants, has also different mines situated at different places and transfer of employees from one plant to another is also permissible and prevalent. It is also further stated that for the smooth functioning of the units and the different departments the Steel Authority of India created a separate wing, known as Raw Material Division controlling the mines under the same and with its Head Quarters at Kolkata. It is stated that the concerned workman after his appointment was deployed in the mine of Jairam Nagar/Belakethar prospecting camp in Madhya Pradesh due to exigency of work and thus his services were regulated by the Raw Material Division of the SAIL since then. It is stated that the said workman performed duty sincerely and efficiently during his tenure of service, but he was wrongfully removed from service with effect from 19-07-1991 without observing the formalities of Section 25F of the Industrial Disputes Act, 1947. It is alleged that the management flagrantly violated the tripartite settlement dated 15-01-1991 and also the agreement dated 21-08-1990. These provisions had mandatory force so far as the workers working under SAIL at various mines are concerned. It is also stated that the workman has rendered his service for more than 240 days and at least two other workmen, namely, Shri Noor Alam and P. Khandula who were junior to the concerned workmen and were also posted at Jairam Nagar, were also similarly terminated, but they were subsequently reappointed ignoring the case of the concerned workman in violation of the provisions of Section 25G of the I.D. Act. It is also further stated that subsequently the management also appointed as many as 500 persons at Kiriburu and Meghatuburu Mines without exploring the legal provisions and ignoring the tenets of natural justice and fair play. It is alleged that no alternative employment was tendered to Shri Ojha after his wrongful termination only on the ground that there was closure of the

Establishment at Jairam Nagar/Belakethar. It is also stated that in this regard there were official notes and consultations which supported the case of the workman concerned, but the management did not take note of it and the workman concerned has been rendered jobless in illegal and malafide manner. It is stated that the workman concerned as also the union made several representations after his termination and the authorities also supported the claim of the workman by making factual enquiry in the matter and recommending his reinstatement, but the management took a stand that the concerned workman was appointed on casual basis for a period 89 days only and that the employment was to be extended from time to time for not more than 89 days and, therefore, there was break in his service and he did not work continuously for the stipulated period of 240 days, which is highly improper and malafide action on the part of the management. Accordingly, it is stated that the removal of the workman concerned is fit to be declared illegal and he deserves to be reinstated with full back wages.

4. A written statement has also been filed on behalf of the Raw Material Division of the Steel Authority of India Ltd. It has been challenged that the present reference is not maintainable. It is, however, stated that a prospecting camp was started at Belakethar/Jairam Nagar in the State of Madhya Pradesh to ascertain the deposit of minerals in the area by the Bokaro Steel Plant. It is further stated that in order to start the said prospecting camp some workmen were employed purely on casual basis by Bokaro Steel Plant and the concerned workman, Om Prakash Ojha was also one of them who was appointed vide offer of appointment letter dated 01-06-1990. It is also stated that the said offer of appointment contained that the basis of appointment shall be casual for the post of Khalashi Grade-II and his daily wage shall be Rs. 54.58 and duration of employment shall be 89 days. It is also stated that the workman accepted the said offer of appointment and joined on 18-06-1990 at the said prospecting camp. It is also further stated that one unit of SAIL, i.e., Raw Material Division was formed in the year 1989 and all the mines of the steel plants were transferred to RMD and accordingly mines of Bokaro Steel Plant were also transferred to RMD with effect from 01-05-1990. It is stated that the management of the Raw Material Division is different from the management of the Bokaro Steel Plant or other units of SAIL. It is further stated that the concerned workman worked from the date of his joining the duties on 18-06-1990 and his employment ceased on expiry of 89 days. Thereafter, the said workman was provided work at different times whenever there were requirements of casual employment, but his tenure was never beyond 89 days and he never worked for 240 days during the period June, 1990 to the expiry of his term of appointment on 19-07-1991. It is also further stated that the concerned workman was appointed purely on casual

basis for the prospecting camp and as no viable deposit was found in the said area, management decided to close down the prospecting camp and accordingly the service of the concerned workman was terminated vide letter dated 19-07-1991. It is stated that by the said letter the management of R.M.D. intimated the concerned workman that his services were no more required due to closure of work at Jairam Nagar. As such, the service of the workman was terminated with immediate effect. However, the management also asked the concerned workman to collect all his dues including wages in lieu of notice as per terms and conditions of service as enumerated in the said offer of appointment letter dated 01-06-1990. Therefore, it is stated on behalf of the management that the management terminated service of the concerned workman after observing the legal formalities. However, it is also stated that the union sponsoring the cause of the workman has no locus standi as it has no following in the RMD and it does not represent the majority of the workers in the concern. It is also further stated that actually SAIL is passing through a phase of recession and serious financial crises, so, all efforts are being made to rationalise the man-power through measures like, V.R., sabbatical leave etc. to reduce the man-power and cost of SAIL in view of the fact that the SAIL has to face stiff competition, both in domestic and international markets from other steel manufacturers. Therefore, it is stated that the SAIL is not in a position to go on creating avenues for further appointment or absorption. Accordingly the statements of the union in different paragraphs have been denied parawise and it has been stated that it was not a case of termination in illegal manner and the provisions of Sections 25F or 25G or any other provision of the Industrial Disputes Act do not apply in favour of the workman concerned.

5. However, a rejoinder has also been filed on behalf of the union in which several of the statements made on behalf of the management have been emphatically denied.

6. Both the parties adduced evidence, oral and documentary. So far as the oral evidence is concerned, whereas the union examined the workman concerned, Om Prakash Ojha as WW-1. The management examined two witnesses, namely, MW-1, Naresh Chandra Gupta and MW-2, P. R. Illangovan. In his statement WW-1 has stated the facts that he was appointed as Khalashi Grade-II in the Bokaro Steel Plant on 19-06-1990 and he received his payments monthwise through pay slips. He also stated that he was removed from service on 19-07-1991 and the termination order was issued by the Personnel Manager of RMD at Bokaro. He also further stated that two months after the aforesaid termination of services of 10 employees including him, three such persons were absorbed by the Company, though they were junior in service to him. However, he has given the names of two of the employees as Noor Alam and P. Khandula. He further stated that at

the time of his removal, no termination notice was given. He also stated that his duty was below and above the ground. He also further stated that after his termination, 500 Khalashis were recruited by the management. He also further stated that he worked for more than 240 days continuously during a year during the period of his service. He further stated that there is a tripartite settlement which was signed on 28-01-1990, the xerox copy of this settlement is marked Ext. W-1. According to the witness he is entitled to get job in terms of this settlement. He further stated that he made representation to the Company for his re-employment after his termination and when it was not allowed, the dispute was raised. So, his prayer is that he should be ordered to be reinstated with full back wages. In his cross-examination, however, he has stated that though some notices were issued by the management regarding extension of his services, none of such notice was served upon him. He denied the suggestion that actually he had received the notices in this regard. According to him his service was terminated on 19-07-1991 at Jairam Nagar and during his period of service, he was never transferred to any other place. His termination order is marked Ext. W-3. However, he has stated in his cross-examination that it was a prospecting camp where he was engaged for collecting sample stones. He also admitted that he had written in his representation for reinstatement, Ext. W-4 that due to closure of work at Jairam Nagar his service was terminated. According to his further statement in cross-examination, his initial appointment was for a period of 89 days, but on completion of that period he was allowed to continue on the same post without service of any further notice. He has also denied the suggestion that the terms of the tripartite settlement are not applicable to him. He has, however, also stated in his cross-examination that the aforesaid three persons who were subsequently re-appointed by the management, were absorbed at different offices in Calcutta RMD and he also admitted that the subsequent appointment of 500 Khalashis were not made in compliance with the regular recruitment rules.

7. So far as MW-1, Naresh Chandra Gupta is concerned, he claimed that he was posted as Manager, Geology at Jairam Nagar Prospecting Camp as incharge of the said camp at the relevant time. According to him the camp was established for the purpose of ascertaining the possibility of minerals for the use in the steel plants. According to him, Om Prakash Ojha was working in the said camp as casual workman and he was appointed on 18-06-1990 on the basis of a letter of appointment dated 01-06-1990. According to him his appointment was for a period of 89 days. The witness further stated that the concerned workman was also again appointed through a letter dated 01-12-1990 with effect from 17-09-1990 for a period of 89 days and on the third occasion he was appointed vide letter dated 07-01-1991 with effect from

17-12-1990 for a period of 89 days. Thereafter, again he was appointed for a period of 89 days with effect from 18-03-1991 though a letter dated 30-03-1991 and his service was finally terminated by a letter dated 19-07-1991. According to the witness the termination of his service had taken place because the camp was winded up. He has denied that the concerned workman had worked continuously during the period. He has further stated that on 21-08-1990 there was a tripartite agreement at Bokaro Steel Plant and according to the stipulation of the agreement it was decided that all those workers who had completed 240 days of continuous service on that date shall be absorbed. The witness further stated that the subsequent appointment letters were served upon Shri Ojha hand-to-hand. He also further stated that P. Khandula and Noor Alam were also working like Shri Ojha and he subsequently learnt that Noor Alam was later appointed regularly. According to him Noor Alam was appointed on some other post and his appointment has no connection with his work in the Company earlier and his appointment was a fresh appointment. He also further stated that subsequently he also learnt that some Khalashis were appointed at Kiruburu and Meghatuburu and they were appointed through Employment Exchange in Singhbhum, then in the State of Bihar. In his cross-examination, he has stated that attendance of the workman was taken by his two subordinate officers, who used to supervise the work of the concerned workman and this witness also used to superwise his work from time to time. He has stated that it is his personal knowledge that there were breaks in the service of Shri Ojha. He stated that the said attendance register of the workman was not produced before the Tribunal. However, subsequently the said register has been produced. He has also further stated that the salary bills of the workman used to be prepared on the basis of the attendance register.

MW-2 P.R. Illangovan has stated that at the relevant time he was posted at Jairam Nagar Prospecting Camp as Assistant Geologist and the purpose of the prospecting camp was to ascertain the viability of the mineral deposits. This witness produced the attendance register which according to him was maintained in due course. It is marked Ext. M-4 and according to him the name of the concerned workman finds place in this register. According to him the termination order was passed as the camp had to be closed and he has denied that the workman had continued in service continuously for more than 240 days. He has further stated that after the period of 89 days there were fresh appointments, but the service of the workman was not continuous and fresh appointments were given to him and the orders were handed over to the workman personally. He has further stated that one Noor Alam and one Khandula were also appointed as casual labour and he has no knowledge whether they have been subsequently appointed in some

other project. However, he has stated that there were some appointments in other projects like, Kiriburu and Meghatuburu projects. According to him at Kiriburu persons were appointed through Employment Exchange and similar was the case with Meghatuburu. In this regard, he has produced and proved two letters sent by the Employment Exchange to the General Manager (M & Q). According to him those persons were also appointed after being duly interviewed. He has also stated that the time of his termination the workman concerned was asked to receive his dues from the Management and there is no paper to show that the workman had urged for statutory compensation after his termination. So far as the attendance register produced by him and marked Ext. M-4 is concerned, he has stated in his cross-examination that there is no endorsement in the register to show that it was authenticated by some higher officer, but he claimed that he used to maintain the attendance register. He has also further stated that the casual labourers were also getting their wages for the off-days. However, he has stated that so far as July, 1991 is concerned, the attendance register does not show the marking of attendance of the workman concerned, but he could not explain its reasons.

8. So far as the documents are concerned, Ext. W-1 is the memorandum of settlement it appears that there were certain discussions between the management and the unions of the workers and it was agreed that all the casual workers who were on rolls of the company on the date of settlement and had completed 2 years or more, would be regularised after completing the formalities as per the existing rules. It further appears that Bokaro Steel Workers' Union had submitted a demand for regularisation of services of casual employees vide letter dated 15-03-1990 and number of discussions were held in this connection at appropriate level and finally settlement was arrived at before the Deputy Labour Commissioner, Bokaro Steel City and it was agreed that all the casual employees who were on rolls of the Company on the date and who had worked for 240 days or more in 12 months from the date of joining will be regularised after completing existing formalities of the company. Ext. W-2 is the said appointment letter by which the workman was appointed for the first time on 01-06-1990 for a period of 89 days as Khalashi Grade-II and his daily rate of wage was decided to be Rs. 54.58 according to the terms of this appointment letter, the appointment was for a period of 89 days. Ext. W-3 is the said termination letter dated 19-07-1991. Through this letter the workman concerned was informed that his services were no longer required at Jairam Nagar due to closure of work and he was also asked to collect his dues and notice period's pay as per his offer of appointment. So far as this notice is concerned, it has been submitted on behalf of the Management that the notice clearly states that the workman's service was

being terminated because of the closure of the work at the camp where he was working and at the same time he was also advised to collect his dues and notice period's pay. Therefore, it amounted to compliance of Section 25F of the Act and the question of consideration of his claim that his termination was in contravention of Section 25F does not arise. But, it has been contended on behalf of the union that such a notice cannot be construed as a notice under Section 25F. In this connection the representative of the union has pointed out that in a case of R.D. Pillay V. Indian Dyestaff Industries Ltd., [1992 (65) FLR 977] it was held by the Hon'ble Bombay High Court that simple offer to collect dues from the cashier in the termination letter is not sufficient compliance of mandatory requirement of Section 25F. It was pointed out on behalf of the management that so far as this termination letter, Ext. W-3 is concerned, it is not only regarding collecting the dues; rather it also speaks of the notice period's pay and therefore, the decision in the aforesaid case does not apply in the present case. Another case between ANZ Grindlays Bank and General Secretary, Grindlays Bank Employees Union [2001 (89) FLR 375] has also been cited by the representative of the union in support of his contention that the notice, Ext. W-3 was not sufficient compliance of Section 25F. In this case it has been observed by the Hon'ble Bombay High Court that the action of the management in simply asking the workman being terminated to collect his dues cannot be treated as compliance of Section 25F, but as it has been observed earlier, in the present case, there was a specific mention in the termination order, Ext. W-3, that the workman was advised to collect the notice period's pay also. Ext. W-4 is the representation filed by the workman concerned before the Director of Raw Material Division of SAIL regarding his re-employment, as according to him, his termination was illegal and improper.

9. So, far as the documents on behalf of the management is concerned, Ext. M-1 is the order regarding extension of service of the several workmen including the concerned workman for a further period of 89 days. It was on 1-12-1990 and the date of extension was with effect from 17-09-1990 Again, Ext. M-2 is the order dated 7-01-1991 by which the services of these workers were extended for a period of 89 days and so far as the concerned workman is concerned, his service was extended for 89 days with effect from 17-12-1990. Similarly Ext. M-3 is the order by which the service of 9 workmen were extended on 30-03-1991 and so far as the present workman is concerned, it was extended for 89 days with effect from 18-3-1991. In this connection it has been submitted on behalf of the union that these extension orders are simply creation and fabrication of the management and there is no material to show that such kind of appointment letter or order was served to the workman concerned at any point of time. It has been submitted that it clearly indicates

that it is an instrument of underhand practice of the management to deceive and exploit the workman concerned by preparing documents to show that his service was extended from time to time for a particular duration and it has been done only in order to deprive him of the advantage of his having worked for more than 240 days continuously during the period of one year prior to his termination. These letters also indicate that the orders have also been passed after the date of extension. It is obvious that in Ext. M-1 his extension was to take effect from 17-09-1990, but the order was passed on 01-12-1990. Similarly, in Ext. M-2 the extension became effective from 17-12-1990, but the order was passed on 07-01-1991 and in Ext. M-3 the date of effect was 18-3-1991, but the order was passed on 30-3-1991. So, there appears to be substance in the contention of the representative of the union that all these orders have been prepared only in order to circumvent the process of law in order to escape the responsibilities under section 25F and 25G of the Industrial Disputes Act, 1947. So far as the attendance register, Ext. M-4 is concerned, it has been admitted by MW-2 himself that the register does not bear any certification by any superior officer regarding the maintenance of the register and, therefore, its authenticity cannot be taken for granted. Moreover, it has also been admitted by MW-2 that so far as the attendance of July, 1991 is concerned, it is not marked in the register and he does not offer any explanation for it. Moreover, it has been submitted on behalf of the union that even if this register is examined and the number of days for which the workman is said to have worked is concerned, it will come to more than 240 days.

10. The only argument on behalf of the management which remains to be considered is whether the entire period for which the workman had worked shall be treated as continuous or it will be a case of break of service. MW-2 has also admitted in his cross-examination that these workers were being paid for the off-days also and according to the extension orders Exts. M-1, M-2 and M-3 a gap was left between the periods of extension for 2 days. It appears to be simply a device in order to create evidence to show that the service of the workman was not continued and that there were breaks in the service. In this regard, the Higher Courts have held from time to time and the provisions under section 25B also says that if the workman who is continuing in work is not given any work on a particular date or for a particular period, that period cannot be excluded from the period of this continuous work. Even if it was so that the workman was given a break of 2 days after interval of 89 days on each occasion, it becomes clear that it was only on account of the non-allotment of work on the part of the management that he could not work, otherwise the workman would have worked continuously for 4 terms of 89 days. As per the representative of the union his total period of work is 375 days between June, 1990 to July,

1991. Even if the period of 12 months from June, 1990 to May, 1991 is taken into consideration, it comes to 330 days which is much more than 240 days. Therefore, if the service of the workman was terminated without compliance of Section 25F of the Act, it was certainly illegal.

11. It has been contended on behalf of the management that first of all the workman had never worked for 240 days continuously as stipulated in Section 25B of the Industrial Disputes Act, 1947 and, therefore, he was not entitled to receive notice under section 25F of the Act. It has also been submitted that his appointment was only for the purpose of working at the prospecting camp which was wound up and, therefore, his service was no more required and, therefore, such a termination cannot be treated as 'retrenchment'. It is true that if a casual worker is engaged for a particular project and particular period, as soon as the project is winded up, the requirement of his service ceases and in that case, the termination cannot be challenged on the ground of 'retrenchment' being illegal. But, in the present case, it has been stated on behalf of the union that the appointment was not for specific work in the project; rather, the appointment was made by the authorities of the Bokaro Steel Plant, the services of other persons engaged in one unit are also transferred and, therefore, it cannot be said that simply because the work of the camp was over or closed, the workman should be thrown away without observing any principles of natural justice. Moreover, it has been admitted on behalf of the management that two other persons similarly employed in the same prospecting camp and retrenched like the concerned workman, were subsequently re-appointed on some other posts and for some other purpose and according to the workman and the union those persons were junior to the concerned workman. The rule under Section 25G has also been contravened because the principle of first come last go had to be observed and so far as the question of re-engagement of retrenched persons is concerned, it has to be according to the seniority as it existed during the period of his service. In this connection, it has been submitted on behalf of the management that the principle can apply to the workers on regular roll whose seniority is decided, but not just the casual workers like the concerned workman. But, it cannot be said that because he was a casual worker and was employed along with others, the actual date of his engagement and the date of engagement of the other workers cannot be taken into consideration, specially when this statement of the workman has not been challenged and denied by the management that those two workers, Noor Alam and P. Khandula were junior to him and that they have been subsequently absorbed by the Company. Therefore, it appears that the manner in which the case of the workman concerned has been ignored does not appear to be proper and justified.

12. The union had also filed some papers showing the internal notings concerning the case of the workman concerned, but on account of raising objection on the part of the management, the papers could not be marked. It has been pointed out by the representative of the union that the papers are extracts of the internal notings, no doubt, but when the copies have been procured and it has been produced, it is not proper to refuse to look into it. From the notings on these papers it becomes clear that the persons who were dealing with the matter were of the opinion that the workman who had worked for more than 240 days had a claim for his reinstatement or re-employment, specially when some junior persons were re-employed. Why this opinion of the persons dealing with the matter did not find favour with the management is a secret. In the circumstance, it appears to be true that the management has been unjust.

13. However, it has been submitted on behalf of the management that on other occasions when the appointments have been made, as alleged, the names have been forwarded by the Employment Exchange or that the formalities of appointment as required under the regulations have been observed. But, that is not sufficient reason to ignore the case of the workman concerned, because the workman is claiming not on the basis of other grounds; rather, only on the ground that he remained in service of the management continuously for more than 240 days and still he was unceremoniously removed. So, far as his qualification and competence are concerned, the management cannot be allowed to say that either he was not competent or qualified enough to work on the post, because the management has kept him engaged for more than 240 days on the post. If at all he was not competent or qualified, why did the management appoint him. In this connection, it may also be said that the manner in which a clause has been added in the notice of termination, Ext. W-3 that he should collect his notice period's pay is also misleading. The law requires that either the workman should have been served with a notice of one month prior to the date of his termination or he should have been paid salary for one month and nothing of the kind was done by the management in this case. Therefore, the termination of the service of the workman in this case can be treated as a clear case of contravention of Section 25F of the Act and it also contravenes the provisions of Section 25G of the Act. The retrenchment, in the circumstance, is apparently illegal and malafide.

14. In the circumstance, the claim of the union/workman appears to be genuine and justified. The workman is accordingly ordered to be absorbed by the management of the Raw Material Division of the Steel Authority of India Limited in the job of Khalashi Grade-II which post he was holding at the time of his termination. So far as the back wages are concerned it is obvious that the workman has not actually worked during the period and it will be hard to allow him full

back wages. In the circumstance, the management is also ordered to pay half wages for the period from the date of his termination to the date of re-employment of the workman.

15. Accordingly, the reference is answered and the Award is made.

Kolkata, the 7th May, 2002

B. P. SHARMA, Presiding Officer

नई दिल्ली, 20 मई, 2002

का.आ. 1890.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आई. बी. पी. कॉ. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में रिफर्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 35/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20/05/2002 को प्राप्त हुआ था।

[सं. एल-30011/23/2001-आई.आर.(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 20th May, 2002

S.O. 1890.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2001) of the Central Government Industrial Tribunal, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of I B P Co. and their workman, which was received by the Central Government on 20-05-2002.

[No. L-30011/23/2001-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT :
NEW DELHI

Presiding Officer : Shri B.N. Pandey

I.D. No. 35/2001

Petroleum Workers' Union (IPB Unit)

IPB Co. Limited, Business Group (P)

Core 83rd Floor, Scope Complex,

New Delhi-110003.

Workman/Union

Versus

The General Manager (NR)

IPB Co. Ltd., Core 8, 3rd Floor,

Scope Complex, Lodhi Road,

New Delhi.

.....Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide Order No. L-30011/23/2001-IR(M) dated 29-5-2001 of the Ministry of Labour, Govt. of India :—

"Whether the action of the management to change the designation of Shri Rakesh Sharma from attendant (Office) to operator (filed) is change of classification resulting in change of service condition?" If Yes, to what other relief the workman is entitled to in the facts of case?"

2. After receipt of the reference, notices were issued to the parties to file their respective statement. After service of notice, no claim statement was filed. Later on Mr. B.K. Arora, Secretary, Petroleum Workers' Union (IBP Unit), moved an application alleging that subsequent to the conclusion of the Conciliation proceedings, the claimant held negotiations with the Management and amicably settled all disputes and differences. Hence, prayed that the claimant may, therefore, be permitted to withdraw the dispute.

3. No objection has come forth by the management side against the said application for withdrawal of the application by the Secretary of the Workers' Union.

4. Therefore, the application of Secretary of the Workers' Union is allowed, the claimant is permitted to withdraw the dispute as having been mutually settled by and between the parties. Parties shall bear their own costs Accordingly no dispute award is given.

Dated 13-5-2002

BADRI NIWAS PANDEY,
Presiding Officer

नई दिल्ली, 20 मई, 2002

का.आ. 1891.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैं पोल इंडिया एजेन्सीज लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट (संदर्भ संख्या 2/11 ऑफ 2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-02 को प्राप्त हुआ था।

बी. एम. डेविड, अवर सचिव

[सं० एल-31012/9/2001-आई.आर.(विविध)]

New Delhi, the 20th May, 2002

S.O. 1891.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/11 of 2002) of the Central Government Industrial Tribunal, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. POL INDIA AGENCIES LTD. and their workman, which was received by the Central Government on 20/05/02.

[No. L-31012/9/2001-JR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 11, MUMBAI.

PRESENT

S. N. Saundankar

Presiding Officer

Reference No. CGIT-2/11 of 2002.

EMPLOYERS IN RELATION TO THE
MANAGEMENT OF

M/s. POL INDIA AGENCIES LTD.,

THE GENERAL MANAGER, BOTAWALA BLDG.,
2nd FLOOR

M/s. Pol India Agencies Ltd.,

The General Manager,

Botawala Building 2nd Floor,

R.N. 1, 7/10 Horniman Circle,

Fort, Bombay,

MUMBAI 400023.

AND

Their Workman

Shri Laxman Tukaram Palkar,

Bhavani Nagar,

Ravivashi Seva Sangh,

Near Udayshri Society,

Bhandup Village (W),

MUMBAI 400042.

APPEARANCES:

For the Employer : SHRI L.M. Gawad
Representative.

For the Workman : In Person,

MUMBAI, Dated 24th April, 2002.

AWARD

The Government of India, Ministry of Labour by its Order No. L-31012/9/2001/IR(M), dtd. 24/01/2001, in exercise of the powers conferred by clause (d) of sub-section (10) and sub-section 2(A) of section 10 of the Industrial Disputes Act have referred the following disputes to this Tribunal for adjudication:

"Whether the action of the management of M/s. Pol India Agencies Ltd., Mumbai in terminating the services of Shri Laxman Tukaram Palkar, Peon by way of retrenchment w.e.f. 4-9-98 is legal and justified? If not, what relief the workman is entitled to?"

2. Pursuant to the notices both the parties appeared and consequently matter was fixed for filing the claim statement by workman on 29/5/2002, However, workman Shri. Palkar and the management, representative Shri

Gawad by application (Exhibit-4) contended that the dispute has been settled on 23-4-2002 and needs to be disposed of. They have filed settlement on record at (Exhibit-5). Workman states that he received cheque of Rs. 30,000/- by way of full and final dues against the company and that no dispute survives. Since the matter settled, deserves to be disposed of and hence the order:-

ORDER

Reference stands disposed of as settled vide (Exhibit-5).

S.N. SAUNDANKAR, Presiding Officer
FORM 'H'

(SEE RULE 58 OF ID (CENTRAL) RULE 1957)

MEMORANDUM OF SETTLEMENT ARRIVED AT BETWEEN MR. LAXMAN TUKARAM PALKAR, THE COMPLAINANT EMPLOYEE, AND THE MANAGEMENT OF M/S. POL INDIA AGENCIES LIMITED, MUMBAI ON 23-04-2002.

SHORT RECITAL OF THE CASE

And whereas the Complainant Employee was retrenched from the services of The Company vide order dated 4-8-1998 as he was surplus to the requirement of the Company. Being aggrieved by the said order. The Complainant Employee raised a dispute over his termination. The said industrial dispute was taken up by the Conciliation Officer and the Asst. Labour Commissioner (Central), Government of India, Ministry of Labour, Office of the Deputy Chief Labour Commissioner (Central), Indian Institute of Workers Education Complex, I. B. Shastri Marg, Kurla (West), Mumbai-400070. Pending the said proceedings the parties, with the assistance and advice of the Conciliation Officer, have entered an over all amicable settlement of the dispute, the terms of which are recorded herein.

TERMS OF SETTLEMENT

(1) That The Company viz. M/s. POL INDIA AGENCIES LIMITED, shall pay to The Complainant Employee viz. SHRI LAXMAN TUKARAM PALKAR, a sum of Rs. 30,000/- (Rupees Thirty Thousand only) in full and final settlement of his claim, demand and/or dispute.

(2) The Complainant Employee hereby agrees and declares that upon receipt of the sum of Rs. 30,000/- (Rupees Thirty Thousand only) he does not have any claim, demand and/or dispute including the claim raised by him before the Conciliation Officer and Asst. Labour Commissioner (Central) Mumbai against The Company.

(3) It is unequivocally agreed and declared by The Complainant Employee that upon receipt of payment of the above, all his claims, demand and/or disputes,

including that of reinstatement and/or re-employment against The Company stands fully satisfied.

(4) This is full and final amicable settlement out of Court and both parties shall submit copy of this agreement duly signed to The Presiding Officer, Central Government Industrial-cum-Labour Court No. 2, "Shram Raksha Bhavan", 2nd Floor, Shivshrushti Road, Off Eastern Express High-way, Sion, Mumbai-400022, on next hearing day i.e. 29-05-2002.

Signature of parties

For and behalf of the Management of
POL India Agencies Limited
Sd/-
(L.M. GAWAD)
Sr. Executive

For and on behalf of the
Complainant Employee

Sd/-
(LAXMAN TUKARAM PALKAR)
Complainant Employee.

RECEIPT

RECEIVED A SUM OF RS. 30.000/- (RUPEES THIRTY THOUSAND ONLY) BY CHECK BEARING NO. 070032 DATED 24-04-2002 DRAWN ON CITIBANK NA., MUMBAI, TOWADS FULL AND FINAL SETTLEMENT OF ALL RETRENCHMENT DUES AND CLAIMS AGAINST POL INDIA AGENCIES LIMITED, MUMBAI, AND CONFIRM THAT THERE IS NOTHING OUTSTANDING OF WHATSOEVER NATURE FROM POL INDIA AGENCIES LIMITED, MUMBAI.

PLACE: MUMBAI.

DATE : APRIL 24, 2002

Sd/-

(LAXMAN T. PALKAR)

नई दिल्ली, 20 मई, 2002

का.आ. 1892.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जवाहर लाल नेहरू पोर्ट ट्रस्ट के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण मुंबई के पंचाट (संदर्भ संख्या 2/7 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2002 को प्राप्त हुआ था।

[सं. एल-31012/14/98-आई आर-(विविध)]

बी.एम. डेविड, अधर सचिव

New Delhi, the 20th May, 2002

S.O. 1892.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/7 of 1999) of the Central Government Industrial Tribunal,

Mumbai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Jawahar Lal Nehru Port Trust and their workmen, which was received by the Central Government on 20-05-2002.

[No. L-31012/14/98-IR(M)]
B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI.

PRESENT

S. N. SAUNDANKAR
PRESIDING OFFICER

REFERENCE NO. CGIT-2/7 of 1999.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

JAWAHARLAL NEHRU PORT TRUST

Jawaharlal Nehru Port Trust
The Chairman,
1107, Raheja Centre,
214 FPJ Marg, Nariman Point
Mumbai 400021.

AND

THEIR WORKMEN

Nhava Seva Port & General Workers Union,
The General Secretary,
Port Trust Kamgar Sadan,
Nawab Tank Road,
Mazagaon,
MUMBAI

Appearances :

For the Employer : Mr. L.L. D'Souza
Representative

For the Workmen : Mr. Jaiprakash Sawant.
Mumbai, Dated 8th February, 2002.

AWARD

The Government of India, Ministry of Labour, by its Order No. L-31012/14/98 I.R. (M), dated 21/12/98, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of JNPT in dismissing the services of Mr. Kaluram Dhakolia, Ex-peon w.c.f. 6-9-1993 is legal and justified ? If

not, to what relief the workman concerned is entitled to?"

2. Workman Shri Dhakolia, was engaged as a peon in the management JNPT in June, 1990. He was confirmed from June' 92. According to the, Nhava Seva Port & General Workers Union vide statement of claim (Exhibit-5), Dhakolia was permanent workman. However, in violation of statutory provisions of JNPT Employees (Classification, Control and Appeal) Regulations, 1990 he was terminated. It is contended that he was so terminated which amounts to retrenchment without following rules of natural justice and the provisions of the Industrial Disputes Act. It is contended workmans termination being illegal management be directed to reinstate him with full back wages, from 5-9-93.

3. Management, JNPT opposed the claim of the union by filing Written Statement (Exhibit-6) contending that the reference suffers from laches and delay, four years and therefore not maintainable. It is contended that workman was highly irregular in his attendance. He absented himself from service from 6th September, 1993. Vide Memo dtd. 10th October, 1994, he was asked to report for duty to which he apprised that he was suffering from bone T.B. Vide letter dtd. 29th November'94 workman was directed to report to the Government Hospital for medical examination to ascertain whether he was suffering from illness to which he did not respond. It is contended therefore management sent notice dtd. 7-4-95 directing the workman to produce medical certificate. He submitted medical certificate vide his letter dtd. 7th September, 1995. On that basis the management requested the superintendent of JNPT Hospital to examine workman and on examination he was declared fit by the hospital vide certificate dtd. 21st September, 1995. Therefore he was asked to resume duty w.e.f. 22-9-95 but inspite of that he did not report for duty. It is contended that since workman remained absent from duty for more than 6 months amounts to misconduct action of his termination is legal and proper. Consequently management prayed to dismiss the claim of union.

4. On the basis of the pleadings my Learned Predecessor framed issues at Exhibit-8. In that context unions Vice President, Mr. Jaiprakash Sawant filed affidavit in lieu of Examination-in-Chief (Exhibit-11) and closed evidence vide purshis (Exhibit-12) JNPT's Deputy Manager (Administration), Mr. Gaonkar, Sr. Manager (Admn), Mr. Gadgil, Chief Manager, Mr. Ravi Kumar, filed affidavits in lieu of Examination-in-Chief on behalf of the management vide (Exhibits-13, 25 & 28) and closed evidence vide purshis (Exhibit-29)

5. Union filed written submissions (Exhibit-30 and the copies of rulings with list (Exhibit-34) and the

management vide (Exhibit-32) and copies of the rulings with list (Exhibit-33). On perusing the record as a whole and hearing the learned Representatives for the union and the management, I record findings on the following issues for the reasons recorded below :

ISSUES	FINDINGS
1. Whether the management had a right to justify its action by leading evidence before the Tribunal ?	Yes.
2. Whether the reference suffers from laches ?	No.
3. Whether the termination of the workman does not amount to retrenchment ?	Amount to retrenchment
4. Whether the action of the management of JNPT in dismissing the services of Dhakolia Ex-peon w.c.f. 6-9-93 is legal and justified ?	No
5. If not, what relief the workman concerned is entitled to ?	As per order below.

REASONS

6. Admittedly Dhakolia was permanent employee of the JNPT and that he was terminated without holding inquiry by the order dtd. 15-4-98 w.e.f. 5-9-93. According to workman Dhakolia therefore his termination is totally illegal. At this juncture, the Learned Representative Mr. D'Souza urged with force that though domestic inquiry not held the management can prove the action of termination of workmen by leading evidence before this tribunal. He has relied on Delhi Cloth and General Mills Limited Vs. Ludh Budh Singh, 1972 I LLJ. pg. 180, and Necta Kepilesh Vs. Presiding Officer, Labour Court 1999 CLR 219, Their Lordships of the Apex Court held :

"if not domestic inquiry has been held that if the management makes it clear that it does not rely upon any documentary evidence held by it, the management is entitled to adduce evidence in support of the action proposed to be taken. The Tribunal is bound to consider that evidence adduced before it on merits and give a decision thereon"

It is apparent in catena of Judgments it is held that if no inquiry held or inquiry held found defective the management gets right to lead evidence to justify its action. Therefore going through the rulings, I find force in the submission of Mr. D'Souza. It is therefore clear that in the case in hand, when admittedly no inquiry was held against the workman, the management can lead evidence to justify its action of the termination of workman. Issue No. 1 is therefore answered accordingly.

7. When it is clear that management can justify its action by leading evidence, point crops on whether the evidence led proves the action of the management. Before considering this aspect let us see whether the reference suffers from laches as contended by the management. As stated above, workman was terminated by the management for his absence from duty from 5-9-93 and that the reference is of the year 1999. Mr. D'Souza representative for the management submits that the reference suffers delay of six years, which indicates he was not interested and that equity also does not help to the persons who sleep over their rights. The Learned representative Mr. Sawant, submits that workman had apprised the management on his illness and also he had attended the office to resum duty, however, he was told to come later, and that after waiting he had moved the R.L.C. (C). Therefore, it is not that workman was inactive. Mr. Kumar, Chief Manager admitted in cross-examination, para. 7 that management had received representation of Mr. Dhakolia dtd. 23-9-96 (Exhibit-23). It is seen that workman was terminated by the order dtd. 15-4-98 w.e.f. 5-9-93 i.e. during pendency of the said representation of workman (Exhibit-23). If that is so hardly can be said that workman was inactive. Their Lordships of the Apex Court in Plaethora of Judgments pointed out that, point as regards delay and laches depends on the facts and circumstances of each case. In the case of Nedungadi Bank Ltd. Vs. K. P. Madhavankutty & Ors. 2000 I CLR 671, relied by Mr. D'Souza since there was 7 years delay Their Lordship found that reference not maintainable, holding question of delay of the claim stale or belated are relevant factors to be taken into consideration in the matter of reference. In the case cited Their Lordship found apparent delay of seven years. In the case in hand, as stated above, it is clearly seen that the workman had moved the RLC (C) and that pending representation his termination order was passed. Therefore the said ruling is not avail for the management. Mr. Sawant urged with force that, workman are of weaker section, object of the act is to improve the service conditions of the Industrial Labour so as to provide them the ordinary amenities of life and by the process to bring about industrial peace which would on its term accelerate productivity activity of the country resulting in its prosperity. He relied on Ajaib Singh Vs. The Sirhind Co-operative Marketing-cum-processing service society Ltd & Anr. JT 1999 (3) SC 38 wherein Their Lordships observed :

"The Act brought on the statute book with the object to ensure social justice to both the employers and employees and advance the progress of industry. It is a piece of legislation providing and regulating the service conditions of the workers."

On going through the observation of Their Lordships and the facts and circumstances of the case discussed supra, it will have to be said that the reference does not suffer from laches. Issue No. 2 is therefore answered accordingly.

8. So far the action of management of termination of Mr. Dhakolia is concerned, Mr. Ghadgil Senior Manager for the management stated that workman was in habit of remaining absent without leave and that he remained absent from 12-8-91 to 24-11-91; 20-10-92 to 24-1-93; 3-5-93 to 19-5-93, 1-6-93 to 13-6-93. The termination order dated 1-4-96 and 15-4-98 reads workman was absent unauthorisedly from 6-9-93 and that he was absent prior to that i.e. 6-9-93 and therefore he was terminated. Deputy Manager, Mr. Gaonkar deposed that workman was given memo and also a show cause notice dated 10-10-94 as to why disciplinary action should not be taken against him/inspite of that, he continued to remain absent. From the evidence of Gaonkar and Ghadgil, it is seen workman remained absent unauthorisedly and therefore he was terminated.

9. Workman stated that he was suffering from bone T.B. therefore he could not attend duty, which he had informed to management I had requested for grant of leave. He further deposed that as per the directions of the management he got himself examined from the Superintendent Managements hospital, who in turn opined, that workman was fit to resume duty on 22-9-95 and that according to workman he had been to the office, but, was not allowed to resume duty. Medical certificate filed on record clearly shows that he was suffering from bone T.B. and that Management's witness Mr. Ghadgil clearly admitted that his leave was regularised up to 13-6-93, however he showed his inability to point out the further position since he had retired. It is seen from the record workman was sick, he had apprised the management, management had directed the workman to get himself examined from the Government dispensary and accordingly he was examined and that doctor opined that he was fit. It is further seen from the affidavit of Mr. Gadgil (MW-2) para 10 that he had come to the office, however, since his case was under consideration he was told to come later on, this indicates that workman had been to the office. It is not that he remained absent for no reason and not turned up. Workman is a permanent employee. Under the JNPT employees service rules, remaining absent unauthorisedly amounts to misconduct, therefore the management was under obligation to hold domestic inquiry. However, in contravention to the service rules, he was terminated. This action of management of termination not only against the service rules, but, violative of the rules of Natural justice. Their Lordships of Supreme Court in *Jai Shankar Vs. State of Rajasthan*

AIR 1966 SC pg. 492 ruled "removal from service without giving opportunity to show cause is illegal". Infact as deposed by management witness Mr. Gaonkar, workman was given show cause notice dated 10-10-94 as to why disciplinary action should not be taken against him, but, unfortunately no disciplinary inquiry has been held. This shows management was aware on holding inquiry, but, avoided for the reasons best known, which can be said to be, unfair on the part of the management.

10. The Learned Representatives Mr. D'Souza submits that termination of workman does not amount to retrenchment, and that even no inquiry conducted, the fact that workman remained absent for a long period thereby creating obstacle in the administrative work is misconduct and from this point of view, the action is justified. For this he relied on *Brihan Mumbai Municipal Corporation Vs. The General Secretary, BEST Workers Union 1998 II CLR 1031*. In this cited case in domestic inquiry it was proved that worker therein was chronic absentee and despite giving sufficient opportunity did not improve in his attendance therefore. Their Lordships held the punishment of dismissal was not disproportionate. In the case in hand, admittedly no inquiry was held. He had filed medical certificate and had attended the office, but, for one or the other reasons, he was asked to come later on. Facts of the present case being altogether different, the above said ruling is no avail for the management.

11. Thus it is seen permanent workman Dhakolia was terminated without holding inquiry. To prove the charge of misconduct on unauthorised absence of workman management led evidence, however, the fact that workman on the ground of illness remained absent and when he brought medical certificate on 21-9-95 he was asked by Senior Manager, Mr. Ghadgil to come afterwards during which period his case could be considered, indicates he had been to the office and that according to workmen he was not allowed to resume, hereby can be said that, workman was unauthorisedly absent amounting to misconduct. From this point of view, order of his dismissal passed during the pendency of the representation (Exhibit-23) is not all legal and proper. From the record it is seen by the termination order dated 1-4-96 nothing was apprised to the workman on his dues and that during the pendency of his representation (Exhibit-23) dated 23-9-96 he was informed to collect dues from the concerned department. From this it is apparent that the workman was retrenched against the provisions of Section 25 F of the Industrial Disputes Act, which is totally unjustified. In this view of the matter the management will have to be directed to reinstate workman Dhakolia.

12. Workman Dhakolia's leave was regularised by the management up to 13-6-93 as seen from the

cross-examination para. 11 of Mr. Ghadgil, he was declared fit by the Doctor on 21-9-95. By the order dated 15-4-98 he was terminated w.c.f. 6-9-93. According to workman as seen from the evidence of Ghadgil, workman had been to the office with a fitness certificate dated 21-9-95. However, he was asked to come later on and that his representation was pending dated 23-9-96. Considering this position workman deserves to be reinstated, however, he would not be getting wages for the period from 6-9-93 till he resumed duty. Consequently he will not be entitled to back wages for the period of his absence. Issues are therefore answered accordingly and hence the order :—

ORDER

The action of the management of JNPT in dismissing the services of Mr. Kaluram Dhakolia is not legal nor justified.

Management is directed to reinstate Dhakolia.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ. 1893.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 6/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-02 को प्राप्त हुआ था।

[सं. एल-12013/37/98-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 16th May, 2002

S.O. 1893.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/99) of the Central Government Industrial Tribunal-cum-LC, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Vijaya Bank and their workman, which was received by the Central Government on 15-5-2002.

[No. L-12013/37/98-JR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT

“SHRAM SADAN”

**III MAIN, III CROSS, II PHASE, TUMKUR
ROAD, YESHWANTHPUR, BANGALORE**

Dated : 30th April 2002

PRESENT

HON'BLE SHRI V.N. KULKARNI, B. Com, LLB,
PRESIDING OFFICER
CGIT-CUM-LABOUR COURT,
BANGALORE.
C.R. No. 6/99

I PARTY II PARTY

The General Secretary, Vijaya Bank Workers Organisation,	The General Manager(P) Vijaya Bank Head Office, M.G. Road, 37/1, 1 Floor, Car Street, Bangalore-560022 Ulsoor, Bangalore-8
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AWARD

1. The Central Government by exercising the powers conferred by clause (d) of Sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12013/37/98-JR(B-II) dated 8th January, 1999 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Vijaya Bank, in imposing the punishment of stoppage of two increments permanently on Smt. Geetha Prabhu is legal and justified? If not, to what relief the said workman is entitled?”

2. The first Party was working with the Second Party Management Change sheet was issued and after holding enquiry the management imposed the punishment of stoppage of 2 increments Permanently and therefore, this Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party workman in brief is as follows :

5. The Second Party Management, Vijaya Bank is a Nationalised Bank and the first party workman is working at Banashankari Branch of the bank from 5th August 1992 onwards. On 16th September, 1993 charge sheet was served to her alleging that she has failed to update the Pass Books correctly and promptly whenever presented resulting in complaints from the Customers and the said act is prejudicial to the interest of the bank amounting to gross misconduct under sub clause (j) of Clause 19.5. of Chapter XIX of the Bipartite Settlement 1966.

6. It is the further case of the first party that the charge sheet is not correct and she has not committed any misconduct. It is not correct that she was disorderly behaving with the customers. She has denied all the charges. The findings of the Enquiry Officer has been blindly accepted by the Disciplinary Authority. While cross examining the MW2, Mr. J. Ravi it appears that an attempt has been made by the Officers of the bank to implicate the workman by obtaining false complaints from the

customers by instigating them. The action of the management is not correct. The first Party workman for these reasons and for some other reasons has prayed to allow the reference.

7. It is seen from the records that Vijaya Bank Workers Organisation has filed the Claim Statement

8. The case of the Management in brief is as follows:

9. The Management is fully justified in imposing the punishment. The service conditions of the award staff working in the bank are governed by the Shastry Award as modified by Desai Award and subsequent Bipartite settlements entered into at the industrial level.

10. It is the further case of the management that Shri Mudram, an Engineering Contractor has been banking with Banashankari Branch since 1977 and he had no occasion to complain regarding the service rendered at the branch all the years.

11. It is the further case of the management that whenever Shri Mudram tendered his pass book for updating she advised the party to leave the pass book stating that she need 15 days time to enter even minimum number of transactions. All the details are given in para 5 (1, 2, 3 & 4).

12. It is further case of the management that the workman disorderly behaved with the customers of the Bank during working hours and she had no courtesy towards the customers and her behaviour was unsatisfactory. Enquiry was held and full opportunity was given to the workman to defend herself. The finding of the Enquiry Officer is correct and all the allegations made by the workman are not correct. There was no delay in issuing charge sheet.

13. It is seen from the records that a Rejoinder is also filed contending that the findings of the Enquiry Officer are vitiated by perverse findings and the same is against the principles of natural justice. The Disciplinary Authority has accepted the findings of the Enquiry Officer blindly without applying its mind. The allegations that the workman has been falsely involved in this case is not correct. Some details are also stated in the Rejoinder. The workman has prayed to pass award in her favour.

14. It is seen from the records that the management examined MWI. The workman remained absent and has not given any evidence. It appears that the workman is not interested in this dispute. Office bearers of the Union have also not attended and adduced any evidence.

15. It is seen from the records that this Tribunal by its order dated 2nd April 2002 held that the DE is fair and proper and accordingly preliminary issue is answered. Thereafter the case was posted for arguments on merits but the workman remained absent and the office bearers of the union also remained absent.

16. I have heard the arguments of the learned

counsel appearing for the management. I have carefully perused two decisions relied by the management in AIR 1997 SC 3571 and 1980 (1)LLJ 295.

17. I have carefully perused the Enquiry Proceedings. The Enquiry Officer has systematically conducted the enquiry and has given findings. There is no reason to discard the findings given by the Enquiry Officer. It is not at all established by the workman that the findings given by the Enquiry Officer is perverse. The Enquiry Officer has given full opportunity to the workman and his findings are based on the material before me. I have examined the evidence and I have perused the complaints given by the customers.

18. Now that the DE is held as fair and proper unless the workman establishes that the finding is perverse, this Tribunal cannot go into the correctness or truth of the charges.

19. Keeping in mind the principles held in AIR 1997 SC 3571, I am of the opinion that the misconduct is proved and the findings of the Enquiry Officer is correct and there is no reason to disagree with the punishment imposed by the management. There are no good grounds to invoke the provisions of Section 11 A of the ID Act.

20. I have considered the material before me and I am of the opinion that the punishment imposed is proper and there is no merit in this reference. Accordingly I proceed to pass the following Order :

ORDER

The reference is rejected.

(Dictated to PA transcribed by her, corrected and signed by me on 30th April, 2002)

V.N. KULKARNI, Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ. 1894.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरा में, केन्द्रीय सरकार कॉरपोरेशन बैंक के प्रबंधतात्र के संवद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलौर के पंचाट (संदर्भ मंख्या 27/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-12012/300/94-आई.आर. (बी-II)]

सी. गंगाधरण, अध्यक्ष सचिव

New Delhi, the 16th May, 2002

S.O. 1894.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/97) of the Central Government Industrial Tribunal-cum-L C, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 15-5-2002.

[No. L-12012/300/94-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT
“SHRAM SADAN”

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE

Dated : 24th April 2002

PRESENT

HON'BLE SHRI V.N. KULKARNI, B. Com, LLB,
PRESIDING OFFICER

CGIT-CUM-LABOUR COURT,
BANGALORE.

C.R. No. 27/97

I PARTY

Shri A. Murudappa,
S/o M. Appaji Shetty,
H. Dasappa Sons Office,
Excise Contractor,
Doddaballapur,
Bangalore-561202
Advocate-K.V. Satyanarayana

II PARTY

The Chief Manager,
Corporation Bank,
P.B. 88, Mangaladevi
Temple Road,
Mangalore-575001
Advocate-P.S. Sawkar

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/300/94-IR(B-II) dated 9th March, 1995 for adjudication on the following schedule :

SCHEDULE

“Whether the action of the management of Corporation Bank Mangalore in discharging Shri A. Murudappa, Typist cum Clerk from service w.e.f. 11th November 1993 is legal and justified? If not, what relief is the said workman entitled to?”

2. The first Party workman was working with the Second Party as a Typist cum Clerk. Charge Sheet was issued and after holding enquiry he was discharged from service and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as follows :

5. It is the case of the first party that he was appointed as Typist Cum Clerk and worked with the management till he has been illegally dismissed from Service with effect from 31st July 1993. Charge sheet issued by the management was frivolous. The first party has denied all the charges. The management has not supplied the documents relied during enquiry regarding enquiry it is said that the enquiry is not fair and proper. First party was not given an opportunity to cross examine the witnesses. No opportunity was given to defend himself during the enquiry. The Disciplinary Authority has simply accepted the perverse findings of the enquiry officer and

passed an order of dismissal. The action of the management is not correct. First party has these reasons and for some other reasons has prayed to pass award in his favour.

6. The case of the Second party in brief is as under :—

7. The main contention of the management is that the workman started attending duty in a state of drunkenness and created nuisance in Somwarpet Branch premises. He has not improved himself. It was reported by the manager, Somwarpet Branch that on 15th February 1993 at 10.30 AM the workman reported for duty at the Branch in a fully drunken state and created nuisance inside the Branch Premises adversely affecting the customer service at the Branch. The first party has not submitted any explanation. He was given full opportunity to defend himself during enquiry.

8. Regarding enquiry it is said the same is fair and proper. The first party has committed serious misconduct. The action of the management is correct. Charge is correct and full opportunity was given to the workman and the allegations made by the first party workman are not correct. In fact the workman has cross examined the witnesses. The Enquiry Officer has examined the workman on the incriminating circumstances appearing against him. The order passed by the Disciplinary Authority is perfect. The punishment imposed is proper. Management for these reasons and for some other reasons has prayed to reject the reference.

9. It is seen from the records that the management examined one witness as MW1. He has given detailed evidence. Against this the workman got examined himself and gave evidence.

10. It is seen from the records that this Tribunal by its order dated 31st October, 2001 has held that the Domestic Enquiry as Fair and Proper. Thereafter the matter was posted for argument on merits.

11. I have heard the learned counsel appearing for the parties. I have read the decisions relied by the management and the workman. I have carefully perused all the records.

12. In the instant case the allegations against the first party workman are that the workman used to attend office in drunken condition. There is no record to say that the workman was examined by the Doctor. The management has not said that the workman have medical test at any time. Management has not explained as to how the first party workman was not taken to Government Medical Officer for examination. This is material because general allegations are made against the workman to the effect that he was attending office always in fully drunken stage. According to the management on 15-2-1993 the present incident took place. We have the letter dated 15-2-1993 written by the Branch manager to the Regional Manager. According to this letter workman came to the office at 10.30 AM fully drunken and has created nuisance inside the Branch premises. It is said that the customers service is affected badly due to the

misbehaviour of the employee. Again on 15th February 1993 the workman was not sent to medical examination and the management has not explained the reasons for this.

13. In a situation like this at least to establish that the workman attended office fully in drunken condition and created nuisance, he should have been examined by the Medical Officer but all that is not done. The best evidence would have been to send the workman to the Medical Officer or Government Doctor to establish that he was drunken and intoxicated. This is all material because on 15th February, 1993 according to the Attendance Register filed by the management during enquiry the workman was on Casual Leave. Of course in the letter written by the Manager to the Regional Manager it is said that they have not given the attendance on 15th February, 1993.

14. According, to the Attendance Register maintained by the management first party was on Casual Leave on 15th and 16th February 1993. The Attendance Register reveals that the workman was on casual leave and the management has not proved the allegations with minimum required evidence and therefore, the findings of the Enquiry Officer is perverse. The conclusion arrived by the Enquiry Officer is not based on sound reasoning. Of course the procedure followed by the Enquiry Officer is proper and full opportunity was given and the finding is that the enquiry is fair and proper but that itself is not sufficient to say that the report of the Enquiry Officer is correct and based on good reasoning with the available evidence.

15. According to the evidence of Shri T.S. Balasubramanian, Manager, the workman was frequently applying leave and he was attending the office in drunken state. I have already said that there was a general complaint against the workman that he was attending office in drunken state. To believe this story of the management, the workman would have been sent for medical examination. But at no time he was sent for medical examination. All this is material because on 15th February, 1993 according to the Attendance Register the workman was on Casual Leave.

16. According to the evidence of the Manager sometimes he refused the attendance to the workman. He says on certain occasions when the workman attended the office in a drunken state, and marked his attendance and the Manager has struck off his markings and marked him as absent by writing 'A'. The Manager has thereon made a remarks in the Attendance Register that "the workman came to the Branch at 10.30 AM in fully drunken state and he was refused attendance". Coming to the Attendance Register absence is not marked but is shown that he was on Casual Leave.

17. I have strictly scrutinized the evidence taken by the Enquiry Officer and I am of the opinion that the evidence is not sufficient to prove the charges against the workman.

18. The learned counsel appearing for the management has relied the following decisions :

- (1) 1992 (4) SCC 54
- (2) 2000(3) SCC 324
- (3) AIR 1977 SC 1512
- (4) ILR 2000 KAR 4841 (DB)
- (5) ILR 2001 KAR 5579

19. I have read the above decisions very carefully. The facts of the case on hand are quite different from the facts of the above decisions. In the decision reported in 1992 (4) SCC 54, the official was taken to hospital for examination but in the instant case no such evidence is adduced by the management. In the decision reported in 2000(3) SCC 324 the facts are quite different from the facts of the case on hand and that was the case of a Driver, U.P State Road Transport Corporation and facts are quite different.

20. In the instant case it is not clearly established by the management that on 15th February, 1993 the workman came to office fully in drunken condition and he was intoxicated . That should have been proved by medical evidence but all that is not done by the management. In ILR 2000 KAR 4841 (DB) it was the case of a Driver and he was found drunk while on duty. Again the facts of case are quite different. Again the facts of ILR 2001 KAR 5579 are quite different. In the above case safety of the passengers was an important factor.

21. I have read the decision relied by the workman in 1986 1 LLJ Page 101. At the cost of repetition I may say here that in the instant case the management has not sent the workman to the Medical Board and has not established properly that the workman has visited the bank fully in Drunken State . This is important because according to the attendance register workman was shown on casual leave. Explanation given by the Manager is also not believable.

22. The learned counsel appearing for the management has relied one judgment of this Tribunal in C.R.No. 122/97. The facts of the case on hand are quite different from the facts of the above case.

23. Taking all this into consideration I am of the opinion that the management has not proved the misconduct by adducing clear and cogent evidence and there are good grounds to invoke the provisions of Section 11 A of the ID Act. Accordingly I proceed to pass the following order:

ORDER

The order of discharge is set aside. The Management is directed to reinstate the first party to his original post with all service benefits. In the given circumstances back wages are not awarded.

(Dictated to P.A. transcribed by her corrected and signed by me on 24th April 2002)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ.1895.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलोर के पंचाट (संदर्भ संख्या 91/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-12012/220/94-आई.आर. (बी-II)]

सी. गंगाधरण, अमर सचिव

New Delhi, the 16th May, 2002

S.O. 1895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 91/94) of the Central Government Industrial Tribunal-cum-LC, Bangalore as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 15-5-2002.

[No. L-12012/220/94-IR(B-II)]

C. GANGADHARAN, Under Secy.
ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

“SHRAM SADAN”,

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE.

Dated, the 30th April, 2002

PRESENT:

Hon'ble Shri V.N. Kulkarni, B. Com. LLB,
Presiding Officer

CGIT-CUM-LABOUR COURT,
BANGALORE

C. R. No. 91/94

I PARTY

Shri Devendra Prakash,
S/o M. Narasimhaiah Setty,
Skanda Nivas,
6th Cross, 1st Floor,
Robertsonpet,
Kolar Gold Fields-563122

II PARTY

The Dy. General Manager,
Syndicate Bank,
Zonal Office,
Gandhi Nagar,
Bangalore-9.

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/220/94/IR (B-II) dated 8th November, 1994 for adjudication on the following schedule :

SCHEDULE

“Whether the management of Syndicate Bank, Bangalore is justified in dismissing Shri M. Devendra Prakash, Clerk from service with effect from 19-6-1987, on the basis of the charge sheet which has been issued to the workman after a period of 2 years 9 months and 17 days from the date of the cause of action? If not, what relief he is entitled to and from which date?”

2. The 1st Party was working with the Second Party. He was dismissed from service and therefore, Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively.

4. The case of the first party in brief is as under :

5. The 1st Party workman was working as a Clerk with the 2nd Party and he was dismissed from service with effect from 19-6-1987. Charge sheet was issued and enquiry was held. He was called for written test which was followed by an interview. He came out successfully in the selection process comprising of written test and oral interview. Thereafter he submitted a Caste Certificate dated 22nd February, 1979 issued by Tahsildar, Bangarpet, certifying that the first party belongs to Kattunayakan Community which is a Schedule Tribe. The certificate was issued by the Tahsildar after a report was submitted by the competent Revenue Inspector after due verification. The first party respectfully submits that though the caste certificate was submitted stating that he belongs to Scheduled Tribe, the first party was in fact appointed in the services of the second party bank against a general vacancy and he did not derive any advantage or benefit by virtue of his submitting the caste certificate dated 22nd February, 1979. Based on his excellent performance in the written test and interview and high rank secured by the first party in the selection process, the second party issued an order dated 30th March, 1979 appointing the first party as Probationary Clerk under the second party management. He rendered excellent services. He was due for promotion. At that time the Branch Manager threatened the first party to the effect that he has come to know that the first party does not belong to Kattunayakan Community and that the first party has obtained a false caste certificate.

6. Charge sheet was issued and enquiry was held. The charge sheet is not correct and the enquiry is not proper. The proceedings held against him are not correct. Caste certificate was issued by the Tahsildar and the same has not been cancelled by the authority. The workman has not committed any misconduct. A Criminal case was filed and he was acquitted. The first party workman for these reasons and for some other reasons has prayed to pass award in his favour.

7. Against this the case of the second party in brief is as under :—

8. The case of the Second Party is that the first party does not belong to Kattunayakan Community and he belongs to Vysya Community which is not considered as Schedule Tribe. Enquiry was held and this was disclosed after the enquiry.

9. The main contention of the management is that the first party secured employment in the bank on the basis of misrepresentation and therefore the action of the management is correct.

10. So far as enquiry is concerned, the case of the management is that the same is proper and valid. All the allegations made by the workman are not correct. The judgment of criminal case will not have any bearing on this case as the standard of proof required in a criminal case and in a departmental enquiry are quite different. The first party has committed misconduct and the misconduct was proved and therefore, proper action was taken. The recruitment of the first party in the Bank was against the vacancy meant for SC/ST category.

11. The main grievance of the management is that the workman misrepresented that he belongs to

Kattunayakan Community but it is not correct and he belongs to Vysya Community and he was properly dismissed. Management for these reasons and for some other reasons has prayed to reject the reference.

12. It is seen from the records that management examined MW1, Chief Officer who conducted the enquiry against the workman. He is cross examined thereafter the workman has not examined himself and has not adduced any evidence.

13. It is seen from the records that this Tribunal by its Order dated 3rd April, 2002 has held that the DE is fair and proper. After this the matter was posted for arguments on merits. The counsel appearing for the workman, Shri R. Nagendra Naik has submitted that he has no instructions from the first party. First party and advocate were not present.

14. I have heard the learned Counsel appearing for the management. I have perused all the documents. I have read the decisions relied by the management. I have carefully perused the entire proceedings. Now that the enquiry is held as fair and proper, the workman has to establish that the finding given by the Enquiry Officer is perverse and the punishment is not proper.

15. I have considered all the documents relied by the management. Ex. M4 is the letter given by the workman saying that he belongs to Setty Community and not Kattunayakan Community as mentioned in his application for appointment. He says "I sincerely regret for the misrepresentation and I am earnestly requesting you to condone". All this would go to show that the workman has misrepresented his caste for the sake of getting appointment and after enquiry it revealed that he belongs to Vysya Community and he has misrepresented the Second Party.

16. In this case misconduct is proved. We have another letter Ex. M9. If we considered Ex. M9 and Ex. M4 it is abundantly clear that the workman misrepresented the facts to get employment. The management has relied the following decisions :

- (1) 2001 (Vol. 99) FJR 52
- (2) 2000 (II) LLJ 1597 (SC)
- (3) 1986 (Vol. 68) FJR 132
- (4) 1991 (Vol. 79) FJR (Kar)

17. I have read the above decisions very carefully.

18. Keeping in mind the principles held in the above decisions and the facts of the case I am of the opinion that the action of the management is correct and accordingly I proceed to pass the following Order :

ORDER

The reference is rejected.

(Dictated to PA transcribed by her corrected and signed by me on 30th April, 2002)

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ. 1896.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार कॉर्पोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/

श्रम न्यायालय बंगलौर के पंचाट (संदर्भ संख्या 66/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-12012/113/91-आई.आर. (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 16th May, 2002

S.O. 1896.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/91) of the Central Government Industrial Tribunal-cum-L C, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workman, which was received by the Central Government on 15-5-2002.

[No. L-12012/113/91-IR(B-II)]

C. GANGADHARAN, Under Secy.
ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

"SHRAM SADAN",

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTPUR, BANGALORE

Dated the 30th April, 2002

PRESENT:

Hon'ble Shri V.N. Kulkarni, B. Com. LLB,
Presiding Officer

CGIT-CUM-LABOUR COURT,
BANGALORE

C. R. No. 66/91

I PARTY

The Joint Secretary,
Corporation Bank,
Employees Union,
No. 93/4, IV Main,
Mall eswaram,
Bangalore-560003

II PARTY

The Chairman,
Corporation Bank,
Head Office,
P.B. No. 38,
Mangalore-57500

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12012/113/91/IR (B-II) dated 30th September, 1991 for adjudication on the following schedule :

SCHEDULE

"Whether the action of the management of Corporation Bank in terminating the services of Shri D. Murthy, Janata deposit collector is justified ? If not, to what relief is the workman entitled?"

2. The first party was working as Janata Deposit Collector with the Second Party from 28th February, 1980. He was terminated w.e.f. 14th November, 1988 and therefore, Industrial Dispute is raised.

3. First party appeared and filed Claim Statement.

4. It is the case of the first party that he was appointed as Janata Deposit Collector by an order dated 28th

February, 1980. The management has not issued any show cause notice or initiated any disciplinary proceedings and he was terminated on 14th November, 1988.

5. It is the further case of the first party that the allegations are not correct and the order of termination is illegal. First Party for these reasons has prayed to allow the reference

6. The case of the Second Party in brief is as follows :—

7. The main contention of the Second Party is that the first party is not a workman as defined in Section 2(s) of the Industrial Dispute Act and there is no master and servant relationship between the first party and the second party.

8. It is further case of the management that the appointment order was made as per the terms and conditions set out in the order dated 28th February, 1980 read with the agreement executed by the first party on the said date. He was getting only commission and therefore, he is not the workman. Some of the conditions of the agreement are given in the Counter Statement.

9. The first party was not subject to the normal working hours of the bank. He was not paid any salary or wages. Only commission was paid. The work of the first party is not comparable with the work of regular employees. The average monthly income is not correctly shown by the first party. The question of issuing charge sheet and conducting an enquiry does not arise. Second party for these reasons has prayed to reject the reference.

10. This Tribunal has passed award in 28th June, 2001. It appears from the records that Miscellaneous application No. 11/2001 was filed and that was allowed. Thereafter the management examined one Internal Auditor. His evidence is that the first party was working as Janata Deposit Collector. His duty was to collect deposit from the Customers and deposit the amount on the next day in the bank. He has given detailed evidence. He has said that first party collected Rs. 3495 and he deposited only Rs. 2380 and he has not given satisfactory explanation so the agency was terminated. MW1 was examined but the workman remained absent.

11. Any how I have heard the arguments of the learned counsel appearing for the management. The learned counsel appearing for the management has relied the following decisions :

- (1) AIR 2000 SC 3129
- (2) JT 1997 (3) SC 500
- (3) AIR 1973 SC 1227
- (4) AIR 1987 SC 229
- (5) 1991 (Vol. 79) FJR 477 (Kar)

12. I have read them carefully. I have also read the decision of the Hon'ble Supreme Court of India in 2001 AIR SCW 749, Indian Banks Association Vs. Workmen of Syndicate Bank and Others. In view of the law laid down by the Hon'ble Supreme Court of India in the above case of the Indian Banks Association Vs Syndicate Bank and Others. It is well settled that the first party is a Workman. If the first party is a workman and has committed any misconduct by way of misappropriation etc. charge sheet has to be issued and enquiry has to be conducted against

him. In fact no charge sheet is given and no enquiry is held against the 1st Party Workman.

13. In the instant case the situation is different. After the law laid down by the Hon'ble Supreme Court of India in 2001 AIR SCW 749, Janata Deposit Collectors are held as workmen. Therefore the bank will have to follow certain procedure in respect of Janata Deposit Collectors. Without doing all that the evidence of MW1 itself is not sufficient to say that the workman has misappropriated the collected amount. The management has not adduced the evidence of customer who have paid Rs. 3495 to the workman. There is no proper evidence that out of Rs. 3495 deposit given by the customer is misappropriated by the workman. The evidence of MW1 itself is not sufficient to prove all this.

14. Taking all this into consideration and keeping in mind the principles held in the decision of the Hon'ble Supreme Court of India in AIR 2001 SCW 749, I am of the opinion that the management has to act as per the directions of the Hon'ble Supreme Court of India as held in 2001 AIR SCW 749, Indian Banks Association Vs. Workmen of Syndicate Bank and Others.

15. Taking all this into consideration I proceed to pass the following order :

ORDER

The reference is allowed. The management is directed to take the 1st Party as an Agent and act in accordance with the principles held in the decision of the Hon'ble Supreme Court of India in AIR 2001 SCW 749, Indian Banks Association Vs. Workmen of Syndicate Bank and Others.

(Dictate to PA transcribed by me corrected and signed by me on 30th April, 2002)

V.N. KULKARNI, Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ. 1897.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतात्र के संबद्ध वियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारा/प्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 20/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा 15-5-2002 को प्राप्त हुआ था।

[सं. एल-12011/151/99-आई.आर. (बी-II)]

सी. गंगाधरन, अधर सचिव

New Delhi, the 16th May, 2002

S.O. 1897.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 20/2000) of the Central Government Industrial Tribunal-cum-LC, Lucknow as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 15-05-2002.

[No. L-12011/151/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT : RUDRESH KUMAR, PRESIDING OFFICER

I.D. No. 20/2000

Ref.No.L-12011/151/99/IR(B-II) dated 23-2-2000

Between

The Secretary, U.P. Bank Employees Association, 67/99
Laal Kuan, Lucknow

And

The Regional Manager, Allahabad Bank, Regional
Office, Hazratganj, Lucknow

AWARD

By Order No.L-12011/151/99/IR(B-II) dated 23-2-2000, the Central Government in the Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and section 2(A) of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between the Secretary, U.P. Bank Employees' Association, 67/99 Laal Kuan, Lucknow (espousing cause of Smt. Rukmani Mehrotra) and the Regional Manager, Allahabad Bank, Regional Office, Lucknow for adjudication.

The reference under adjudication is as under:

"WHETHER THE ACTION OF THE MANAGEMENT OF ALLAHABAD BANK WAS LEGAL AND JUSTIFIED IN NOT GIVING BENEFITS OF SETTLEMENT DATED 29-10-93 REGARDING EXTENSION OF BENEFITS OF PENSION/FAMILY PENSION TO SMT. RUKMANI MEHROTRA W/o LATE MURARI LAL. IF NOT, WHAT RELIEF SMT. RUKMANI IS ENTITLED TO?"

2. Admitted facts are that late Murari Lal Mehrotra Clerk-cum-Cashier in Aminabad Park Branch of the Allahabad Bank at Lucknow before his superannuation on 31-7-86. Subsequent to his retirement, he died on 8-1-88. He was drawing pension according to old pension scheme, applicable in the said bank. There was a settlement between IBA, AIBEA, NCBE and INBEP on second retiral benefit in shape of pension, according to which, a new pension scheme was formulated by the Allahabad Bank. This scheme was formulated in pursuance to the settlement dated 29-10-93 and covered existing employees as well as retired employees/family of retired employees who superannuated after 1-1-86. The bank, in pursuance to the said settlement dated 29-10-93, issued a circular No.3904 dated 6-9-94 to all offices and branches. This circular, mentions :

"The proposed Pension Scheme provides for the existing employees to opt for pension as second retiral benefit in lieu of employer's contribution towards Provident Fund. However, employees joining on or after 1-1-93 will be eligible only for Pension Scheme in lieu of contributory Provident Fund. This Pension Scheme will also be available to employees who have retired on or after 1-1-1986 provided they surrender the employer's PF contribution together with interest and further 6% Simple Interest on this amount from the date of payment made by Head Office P.F. Department to the date of refund. Pension Scheme also provides for commutation of 1/3rd of the Basic Pension."

3. The existing employees as well as the retired employees were covered by the scheme. Later, in supersession of the said circular No.3904 dated 6-9-94,

Allahabad Bank Employees(Pension) Regulation, 1995 was formulated and circulated vide instructions No-4318 dated 16-11-95 to all offices and branches of the Bank. This scheme covered all concerned persons i-e- existing employees, retired employees w.e.f. 1-1-86, family members of the retired/deceased employees after 1-1-86 who send their option as mentioned on the said circular. The branch managers were sent copies of the circular and directed to ensure proper notice with format to retired employees/ family members of the retired and deceased employee on their last known address for information and necessary action. All branches/offices were advised to bring contents of the circular to the notices of all the employees/officers of the branch/officer including those who have since retired and family members of the deceased workman who retired on or after 1-1-86 and to ensure compliance of relevant instructions in the matter.

4. In the present case, late Murari Lal Mehrotra died on 8-1-88. He retired after 1-1-86 i.e. on 31-7-86. The Allahabad Bank Employees (Pension) Regulations, 1995 (hereinafter to be referred New Regulations) applied to his case. The workman, Rukmani Mehrotra wife of late Murari Lal Mehrotra applied for family pension on 24-9-96 and 4-2-97. The bank acknowledged her request but declined to consider her request as her option was not received within stipulated date i.e. 27-1-96. Her appeal to the Chairman & Managing Director found the same fate and she was informed by letter dated 2-12-97 that in view of non submission of the option as per prescribed format within the stipulated date 27-1-96, the benefit under the new Regulations, 1995 could not be considered-

5. The reference order seeks adjudication on the points of legality and justifiability of action of the management of the Allahabad Bank, in not giving benefit of settlement dated 29-10-93 regarding extension of benefit of family pension to Rukmani Mehrotra wife of late Murari Lal Mehrotra. It has been stated earlier that the facts are not disputed that Smt. Rukmani Mehrotra is wife of the deceased pensioner late Murari Lal Mehrotra who retired after 1-1-86 i.e. 31-7-86 and died on 8-1-88. Non extension of benefits is pleaded on only plea that her application on proper format was not received in the bank within the stipulated time.

6. The new pension Regulations of the year 1995, was drawn in pursuance of settlements dated 29-10-93 and so the claim of the workman is to be examined on the basis of Regulations, 1995 which is extension of the settlement providing second retiral benefits in terms of the said settlement. Firstly it requires consideration, whether consideration for family pension to the workman can be denied because she approached after the stipulated time as per the provisions of Regulations, 1995. It is consistent case of the workman that she was not apprised about existence of the scheme or the new pension regulations by the concerned branch and so she could not apply in time. The refusal of the bank to consider her request is thus, is unjustified and illegal. In the said context it is also necessary to examine whether the workman was apprised about benefits available under the Regulations, 1995?

7. The new Regulations, 1995 circulated on 16-11-95 specifically require and cast obligation; on the Branch Managers to send a copy of the circular to each of retired employees/family members of the deceased employees at last known address for information and necessary action. Again, branches and officers were advised to bring the

contents of the circular to the notice of all the employees/employee of the branch/office including those who have since retired/and family members of the deceased employees who retired on or after 1-1-86 and ensure compliance of the relevant instructions in the matter.

There is no material on record to show that compliance was made by the Aminabad Park Branch of Allahabad Bank, Lucknow advising the workman, the family member of the deceased, late Murari Lal Mehrotra. It is submitted by the learned A/R of the Allahabad Bank that general notice was issued and also wide publications were made in the news-papers. The workman was supposed to know about the new Regulations, 1995 and she should have availed option within the stipulated period i.e. before 27-1-96. This submission is not acceptable. The circular dated November 16th, 1995 stipulates and makes it obligatory on the branches and offices to ensure issue of circular, instructions and format etc. to the workman. This legal obligation would not stand diluted because general notice was given and wide publications made in the news-papers. The new Regulations, is a law in-between the parties and its strict compliance was to be adhered. If the bank failed to ensure notices and knowledge of instructions to the workman the fault lies with the bank and not with the workman. The bank should have asked the workman to apply on proper format and should have sent such prescribed format to her. There is no material to indicate that bank took such action. Her application was rejected on simple plea of having been received after the stipulated date. Her claim was not considered on merit, whether she was entitled to family pension. This issue is required to be decided by the management once her application is entertained and considered. This Tribunal is not required to opine on this issue as per reference order. Thus adjudication has to be confined to the extent of non-entertaining the claim of family pension. Since the management of the bank failed in its mandatory duty to ensure notice on the workman, its action was unjustified and illegal. So, the award is in favour of the workman as follow :

(i) that the bank will issue notice with all papers and prescribed format to the workman within a month from date of publication of this award, and thereafter the workman, Smt. Rukmani Mehrotra may apply for family pension within two months from the date of receipt of notice; and

(ii) the management of the Allahabad Bank shall decide her claim on merit as per law without further delay.

Lucknow : 7-5-2002

RUDRESH KUMAR, Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ. 1898.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 15/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-12011/150/99-आई.आर. (बी-II)]

सी. गंगाधरण, अधर सचिव

New Delhi, the 16th May, 2002

S.O. 1898.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central

Government hereby publishes the award (Ref. No. 15/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Allahabad Bank and their workman, which was received by the Central Government on 15-05-2002.

[No. L-12011/150/99-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

RUDRESH KUMAR, PRESIDING OFFICER

I.D. No. 15/2000

Ref.No.L-12011/150/99/IR(B-II) dated 18-2-2000

Between

The Secretary, U.P. Bank Employees Association, 67/99, Laal Kuan, Lucknow

And

Allahabad Bank, The Regional Manager, Allahabad Bank, Regional Office, Hazratganj, Lucknow (U.P.) 220802

AWARD

By order No.L-12011/150/99/IR(B-II) dated 18-2-2000, the Central Government in the Ministry of Labour, in exercise of powers conferred by clause (d) of Sub-section (1) and section 2(A) of I.D. Act, 1947 (14 of 1947) referred this industrial dispute between the Secretary, U.P. Bank Employees Association, Laal Kuan, Lucknow (espousing cause of Smt. Rajeshwari) and the Regional Manager, Allahabad Bank, Regional Office, Lucknow for adjudication.

The reference under adjudication is as under:

"WHETHER THE ACTION OF THE MANAGEMENT OF ALLAHABAD BANK WAS LEGAL AND JUSTIFIED IN NOT GIVING BENEFITS OF SETTLEMENT DATED 29-10-93 REGARDING EXTENDING THE BENEFITS OF PENSION/FAMILY PENSION TO SMT. RAJESHWARI W/O LATE GIRIJA SHANKAR AWASTHI? IF NOT, WHAT RELIEF SMT. RAJESHWARI IS ENTITLED TO?"

2. Admitted facts are, that late Girija Shankar Awasthi was a Armed Guard of Allahabad Bank before his superannuation on 7-8-87. Subsequent to his retirement he died on 6-10-92. He was drawing pension according to old pension scheme, applicable in the said bank. There was a settlement between IBA, AIBEA, NCBE and INBEP on second retiral benefit in shape of pension, according to which, a new pension scheme was formulated by the Allahabad Bank- This scheme was formulated in pursuance to the scitlement dated 29-10-93 and covered existing employces as well as retired employees/family of retired employees who superannuated after 1-1-86. The bank, in pursuance to the said settlement dated 29-10-93, issued a circular No-3904 dated 6-9-94 to all offices and branches- This circular mctions:

"The proposed Pension Scheme provides for the existing employees to opt for pension as second retiral benefit in lieu of employer's contribution towards Provident Fund. However, employees joining on or after 1-1-93 will

be eligible only for Pension Scheme in lieu of contributory Provident Fund. This Pension Scheme will also be available to employees who have retired on or after 1.1.1986 provided they surrender the employer's PF contribution together with interest and further 6% Simple Interest on this amount from the date of payment made by Head Office P.F. Department to the date of refund. Pension Scheme also provides for commutation of 1/3rd of the Basic Pension.

3. The existing employees as well as the retired employees were covered by the scheme. Later, in supersession of the said circular No. 3904 dated 6.9.94, Allahabad Bank Employees (Pension) Regulations, 1995 was formulated and circulated vide Instructions No. 4318 dated 16.11.95 to all offices and branches of the Bank. This scheme covered all concerned persons i.e. existing members of the retired/deceased employees after 1.1.86 who sent their option as mentioned on the said circular. The branch managers were sent copies of the circular and directed to ensure proper notice with format to retired employees/family members of the retired and deceased employee on their last known address for information and necessary action. All branches/offices were advised to bring contents of the circular to the notices of all the employees/officers of the branch/officer including those who have since retired and family members of the deceased workman who retired on or after 1.1.86 and to ensure compliance of relevant instructions in the matter.

4. In the present case, late Girija Shanker Awasthi died on 6.10.92. He retired after 1.1.86 i.e. on 7.8.87. The Allahabad Bank Employees (Pension) Regulations, 1995 (hereinafter to be referred New Regulations) applied to her case. The workman, Smt. Rajeshwari wife of late Girija Shanker Awasthi applied for family pension on 31.12.98. The bank acknowledged her request but declined to consider her claim as her option was not received within stipulated date i.e. 27.1.96. Her appeal to the Chairman & Managing Director was rejected vide letter No. Admn /58331 dated 22.2.99.

5. The reference order seeks adjudication on the points of legality and justifiability of action of the management of the Allahabad Bank, in not giving benefit of settlement dated 29.10.93 regarding of benefit of family pension to Smt. Rajeshwari wife of late Girija Shanker Awasthi. It has been stated earlier that the facts are not disputed that Smt. Rajeshwari is wife of the deceased pensioner late Girija Shanker Awasthi who retired after 1.1.86 i.e. 7.8.87 and died on 6.10.92. Non-extension of benefits is pleaded on only plea that her application on proper format was not received in the bank within the stipulated time.

6. The new pension Regulations of the year 1995, was drawn in pursuance of settlements dated 29.10.93 and so the claim of the workman is to examined on the basis of Regulations, 1995 which is extension of the settlement providing second retiral benefits in terms of the said settlement. Firstly, it requires consideration, whether consideration for family pension to the workman can be denied because she approached after the stipulated time as per the provisions of Regulations, 1995. It is consistent case of the workman, that she was not apprised about existence of the scheme or the new pension Regulations by the concerned branch and so, she could not apply in time. The refusal of the bank to consider her request is thus, is unjustified and illegal. In the said context it is also

necessary to examine whether the workman was apprised about benefits available under the Regulations, 1995 ?

7. The new Regulations, 1995 circulated on 16.11.95 specifically required and cast obligation on the Branch Managers to send a copy of the circular to each of retired employees/family members of the deceased employees at last known address, for information and necessary action. Again, branches and officers were advised to bring the contents of the circular to the notice of all the employees/employee of the branch/office including those who have since retired/and family members of the deceased who retired on or after 1.1.86 and ensure compliance of the relevant instructions in the matter.

8. There is no material on record to show that compliance was made by the Allahabad Bank advising the workman, the family member of the deceased, late Girija Shanker Awasthi. It is submitted by the learned A/R of the Allahabad Bank that general notice was issued and also wide publications were made in the news-papers. The workman was supposed to know about the new Regulations, 1995 and she should have availed option within the stipulated period i.e. before 27.1.96. This submission is not acceptable. The circular 4318 dated November 16th 1995 stipulates and makes it obligatory on the branches and offices to ensure issue of circular, instructions and format etc. to the workman. This legal obligation would not stand diluted because general notice was given and wide publications made in the news-papers. The new Regulations, is a law in-between the parties and its strict compliance was to be adhered. If the bank extension failed to ensure notices and knowledge of instructions to the workman, the fault lies with the bank and not with the workman. The bank should have asked the workman to apply on proper format and should have sent such prescribed format to her. There is no material to indicate that the bank took such action. Her application was rejected on simple plea of having been received after the stipulated date. Her claim was not considered on merit, whether she was entitled to family pension?. This issue is required to be decided by the management once her application is entertained and considered. This Tribunal is not required to opine on this issue as per reference order. Thus, adjudication has to be confined to the extent of non-contcertaining the claim of family pension. Since the management of the bank failed in its mandatory duty to ensure notice on the workman, its action was unjustified and illegal. So, the award is in favour of the workman as follow :

- (i) that the bank will issue notice with all papers and prescribed format to the workman within a month from date of publication of this award, and thereafter the workman, Smt. Rajeshwari may apply for family pension within two months from the date of receipt of notice; and
- (ii) the management of the Allahabad Bank shall decide her claim on merit as per law without further delay.

Lucknow 7-5-2002

RUDRESH KUMAR , Presiding Officer

नई दिल्ली, 16 मई, 2002

का.आ. 1899.—औद्योगिक विषाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के

प्रबंधातंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बैंगलोर के पंचाट (संदर्भ संख्या 35/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15-5-2002 को प्राप्त हुआ था।

[सं. एल-12011/41/2000-आई.आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 16th May, 2002

S.O. 1899.—In Pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the Award (Ref. No. 35/2000) of the Central Government Industrial Tribunal-cum-L.C., Lucknow as shown in the annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 15-05-2002.

[No. L-12011/41/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,

“SHRAM SADAN”

III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR, BANGALORE,

Dated, the 30th April, 2002

PRESENT:

Hon'ble Shri V.N. Kulkarni, B. Com. LLB,
Presiding Officer

CGIT-CUM-LABOUR COURT,
BANGALORE

C. R. No. 35/2000

I PARTY

The General Secretary,
Syndicate Bank Staff
Association Ananda Plaza,
2nd Floor,
Near Anand Rao Circle,
Bangalore-560009

II PARTY

The Managing Director,
Syndicate Bank,
Head Office,
Manipal
Karnataka

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute vide order No. L-12011/41/2000/IR (B-II) dated 12th June, 2000 for adjudication on the following schedule :

SCHEDULE

“Whether the punishment of reducing the pay of Shri T.V. Sudhakara, Clerk by the management of M/s. Syndicate Bank, Bangalore is in order ? If not, what relief the workman is entitled to ?”

2. The 1st Party workman is working with the Second Party management. On account of certain misconduct charge sheet was issued and enquiry was held and the punishment of reducing the pay of the workman was imposed. Therefore, this Industrial Dispute is raised.

3. Parties appeared and filed Claim Statement and Counter respectively. The first party is the General Secretary of the Syndicate Bank Staff Association, Bangalore.

4. The workman has applied for Housing Loan at Banashankari Branch. A sum of Rs. 1.10 lakhs was sanctioned. Certain conditions were imposed and all that is stated in detail in para 2 to 5 of the Claim Statement.

5. It is the further case of the union that charge sheet was issued to him and enquiry was conducted. The misconduct alleged was that the loan was not properly utilized. The Enquiry Officer after conducting enquiry gave his report dated 24.5.1997 declaring that the charge leveled against the workman is not proved. But the Disciplinary Authority disagreed with the findings of the Enquiry Officer and gave punishment. The workman submitted before the Disciplinary Authority that the findings given by the Enquiry Officer is correct. He also alleged that Annual Inspection Report of the property was not made available for inexplicable reasons by the management. The documents were fabricated. He also filed appeal. The findings of the Disciplinary Authority are perverse. According to the Disciplinary Authority the bills and receipts produced by the first party employee appears to be fabricated to influence the enquiry proceedings. The demand for production of original documents were made and it was also submitted that the documents were sent to handwriting experts for examination. Defence also demanded reopening of enquiry for the limited purpose of examining the author of defence documents since the suspicion/opinion expressed by the Disciplinary Authority on defence documents should not result in imposition of punishment to 1st Party employee. Request of the workman for production of Annual Inspection Reports from the year 1988 to 1995 in respect of the mortgaged property was rejected by the Management without any proper reason.

6. One employee by name Mrs. M. Vijayalakshmi has availed Housing Loan and charge sheet was also issued to her on the loan availed by her but it was found that the charges were not proved. The very same Disciplinary Authority disagreed with the findings of the Enquiry Officer and found the employee guilty of the misconduct leveled against her. The punishment was only warning but the punishment to the workman in this case is severe. The workman is the Zonal Council Member of the first party Association and the management wanted to punish the 1st Party somehow by leveling false charges. First Party Union for these reasons and for some other reasons has prayed to pass award in its favour.

7. Against this the case of the management in brief is as follows :

8. Out of the loan sanctioned to the Workman, a sum of Rs. 63,000/- was released for the purpose of purchasing the house and Rs. 47,000/- for the purpose of effecting repairs for the said house. The first party workman besides Rs. 47,000/- also got sanctioned Rs. 11,600/- from the EPF for the same purpose.

9. The main grievance of the management is that the loan sanctioned to the workman is not properly utilized. He did not carryout the repairs in full and thereby misutilised the sanctioned amount given for the purpose of repair of the house. He also did not take proper care to safeguard the property and thereby allowed the neighbour to encroach the property, leading to depletion in market value of the property. The house property was let out

without information and seeking permission from the Competent Authority.

10. The workman committed misconduct. The explanation was not proper. Enquiry was conducted. It is not a must that the Disciplinary Authority should accept the Enquiry Officer as it is. There is no legal bar to disagree with the findings of the Enquiry Officer by the Disciplinary Authority. The Disciplinary Authority by his letter dated 30th March, 1998 had informed the workman about the grounds on which the charges levelled against the workman are proved. The Disciplinary Authority extended an opportunity to the workman to make his submission and only after giving a hearing to the workman, the Disciplinary Authority imposed the punishment. Therefore the action of the management is correct. The workman would have examined the handwriting expert. The workman has failed to prove the genuineness of the documents which were produced in the Enquiry.

11. It is the further case that the trust and the confidence are the two pillars on which the banking industry is surviving. To motivate its employees to give efficient service to the customers and to keep the banking industry alive in this competent world, the bank provides so many attractive packages and schemes to its employees at lower rate of interest. Misutilising the benefits extended by the bank on a flimsy grounds by an employee is to be met with severe punishment as such punishment should be a lesson for the other thousands of employees serving in the Bank. The action of the Disciplinary Authority is correct. The management for these reasons and for some other reasons has prayed to reject the reference.

12. It is seen from the records that the learned counsel appearing for the workman filed memo conceding Domestic Enquiry. In view of the memo filed by the workman it is admitted by the workman that the DE conducted is fair and proper and as per the request of the parties case was posted for arguments on merit.

13. I have heard the learned counsels appearing for the parties. I have considered the decisions relied by the parties. I have carefully perused the entire enquiry proceedings and the proceedings of the Disciplinary Authority. From the Enquiry Proceedings it is clear that the Enquiry Officer has conducted the Enquiry very systematically and full opportunity was given to the workman.

14. I have read the report of the Enquiry Officer. In my humble opinion, the report given by the Enquiry Officer is perfect and is based on the material produced before him. The Enquiry Officer has appreciated the oral and documentary evidence properly and has rightly come to the conclusion with good reasoning that the charge levelled against him is not proved. In my opinion in fact the Enquiry Officer has dealt the evidence so carefully and appreciated it properly and has held that the charge is not proved. House Building Loan was sanctioned to him and it is huge. It is also in evidence that during the enquiry the workman has undertaken many repairs etc. It appears only there is negligence on the part of the workman in not informing the bank regarding repairs taken by him. All that has been correctly appreciated by the Enquiry Officer. The learned counsel appearing for the management has relied decision of Punjab National Bank and Others Vs. Kunj Behari Mishra FJR SC 589. He also relied Yogenath D. Bagde Vs. State of Maharashtra and Another, decision of the Supreme Court of India.

15. Against this the counsel for the workman has relied ILR 1999 KAR 4634. I have read the above decisions very carefully.

16. Keeping in mind the principles held in the decisions of the Hon'ble Supreme Court of India I am of the opinion that the facts of the case on hand are quite different from the facts of the above decisions.

17. On going through the proceedings and the findings of the Disciplinary Authority, it is clear that the Disciplinary Authority has not properly appreciated the material and documents. It is only said by the Disciplinary Authority that the workman has utilized only a part of the sanctioned loan amount for the repairs. On the other hand, the Enquiry officer has discussed all the documents and considered the receipts and has come to the conclusion that the charge is not proved. It is said by the Disciplinary Authority that however, he deferred with the views of the Enquiry Officer and held that the charge is proved. He must give some reasoning, simply saying that he disagreed with the finding of the Enquiry Officer is not sufficient. His order is not a speaking order and in order to defend the finding of the Enquiry Officer the Disciplinary Authority has to re-appreciate the entire oral evidence and discuss it properly and consider documents relied by the parties. All that is not done the Disciplinary Authority.

18. It is seen from the records that the Enquiry Officer has considered each of the document and also appreciated the oral evidence properly and has held that the charge is not proved, but the Disciplinary Authority has not considered the evidence and the documents properly.

19. Keeping all this in mind I am of the opinion that the action of the management is not correct and accordingly I proceed to pass the following :

ORDER

The reference is allowed and the punishment of reducing the pay is set aside,

(Dictated to P. A. transcribed by her corrected and signed by me on 30th April, 2002).

V. N. KULKARNI, Presiding Officer

नई दिल्ली, 20 मई, 2002

का. आ. 1900.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/26 ऑफ 2/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2002 को प्राप्त हुआ था।

[सं. एल-12011/8/98-आई.आर.(बी-II)]

सी.गंगाधरण, अधर सचिव

New Delhi, the 20th May, 2002

S.O. 1900.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/26 of 1999) of the Central Government Industrial Tribunal-cum-LC No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of Central Bank of India and their workmen, which was received by the Central Government on 17-5-2002.

[No. L-12011/8/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

S.N. SAUNDANKAR

PRESIDING OFFICER

REFERENCE No. CGIT-2/26 OF 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF CENTRAL BANK OF INDIA

Central Bank of India,
The Chairman and Managing
Director,CBI
Central office,
Nariman Point,
MUMBAI-400 021.

AND

THEIR WORKMEN

The General Secretary,
Central Bank Emp. Union,
C/o. Central Bank of India,
6th Floor, M.G. Road,
MUMBAI-400 023

APPEARANCES :

For the Employer : Mr. L.L. D'Souza
Representative.

For the Workmen : Mr. M.B. Anchan,
Advocate,

Mumbai, Dated 11th February, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L-12011/8/98-IR(B-II), dtd. 25—27-01-99, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Central Bank of India in rejecting the demand for payment of Special allowances to the maintenance staff such as carpenters, plumbers, motormen is legal and justified? If not, to what relief the said workmen are entitled?"

2. The Central Bank Employees Union, vide Statement of Claim (Exhibit-6) contended that there is staff in the category as motor mechanics, Carpenters, Plumbers, Electricians, A/C Operators, in the said Bank. They are performing specialised and skilled job. It is contended that the bank pays special allowance to Pharmacists, A.C. Plant Operators, Head Drivers, Firemen, Plumbers, Cooks, however the same is not been paid to the above said workers. It is the contention of the union that Shastri and Desai Award pointed out on providing special allowance as per the agreement for the staff of the post other than mentioned in the list and on that light, the bank is required

to pay special allowance and that the dispute in the said nature was raised before the A.L.C. (C), Mumbai. However since there was no settlement the failure report was sent. It is, therefore, the contention of the union that workers i.e. motor mechanics, carpenters, plumbers, electrician and A/C Operators are necessary to be paid special allowance on par with the scales of drivers, A/C mechanics etc.

3. Management, Central Bank of India, opposed the above said claim of union by filing Written Statement (Ex. 7) contending that the duties and functions of mechanics, carpenters, plumbers and motor mechanics do not fall under the category of the employees who have been specified to receive special allowance in the Bipartite Settlement, and therefore the above said workers are not entitled to special allowance as their duties are not similar to the duties of drivers, mechanics, etc. It is contended that Nationalised Banks are functioning under the control and supervision of the Government of India and that Government have issued guidelines prohibiting extension of any facility beyond what is provided in the Industrial Level Bipartite Settlement. It is contended the demands raised by the workers referred to above, being not in consonance to the duties requiring additional/special skill the claim being devoid of substance, deserves to be dismissed.

4. By way of Rejoinder (Exhibit-8) the union reiterated the recitals in the Statement of claim and denied the allegations averred in the Written Statement. It is their contention that presently Central Bank pays allowance like zerox operator allowance, cash handling allowance, working as Teller which also do not fall under the purview of Bipartite Settlement, therefore special allowance as prayed by the union is necessary to be paid.

5. On the basis of the rival pleadings of the parties my Learned Predecessor framed issues at Exhibit-9 and in that context filed affidavit of its committee member, Shri N. Vishwanathan, by way of Examination-in-Chief (Exhibit-10) and closed evidence vide purshis (Exhibit-11). On behalf of the management Senior Manager, General Administration, Mr. Digambar Jakate filed affidavit by way of Examination-in-Chief (Exhibit-12), Manager, Transport Section, Shri Meenakshi Sundaram Randhakrishnan (Exhibit-13) Manager, (Xerox Section-GAD), Mr. Noshir Mithaiwala (Exhibit-15) filed affidavits by way of Examination-in-Chief and closed evidence vide purshis (Exhibit-16).

6. Union filed written submissions (Exhibit-18) and the management (Exhibit-20) alongwith the copies of the rulings with list (Exhibit-21). On hearing the counsel for both the parties at length, and perusing the record and the written submissions I record my findings on the following issues for the reasons mentioned below :—

Issues	Findings
1. Whether the action of the management of Central Bank of India in rejecting the demand for payment of special allowance to the maintenance staff such as carpenters, plumbers, motormen is legal and justified?	Yes.
2. If not, to what relief the said workmen are entitled ?	Does not survive.

REASONS

7. At threshold the union contended that the carpenters, plumbers, motorman do specialised and skilled jobs and that Daftary, AC mechanics, drivers though do the same job they are paid special allowance, but not the workers referred to above, which is anomalous and that this anomaly needs to be removed directing the management to comply the demands on payment of special allowance to maintenance staff. Shri D'Souza, Learned representative for management submits that Nationalised Banks are functioning under the control and supervision of the Government of India and that the Government have issued guidelines prohibiting extension of any facility beyond what is provided in the Industry Level Bipartite settlement and further submitted that the INBEP of which bank is the member, had undertook not to raise any demand of any nature whatsoever involving matters in the Memorandum of Settlement and therefore the demand raised is not maintainable. Mr. Vishwanathan the Committee member of All India Central Bank Employees Union who asserted the demands in cross-examination para-7, states that the General Secretary of All India Central Bank Employees Union had raised this sort of dispute first in August' 93 and then in 1997 and that union of which he is the General Secretary, is affiliated to INTEC & INBEP. He concede that service conditions of the bank employees are governed by different Bipartite Settlements signed at the Industrial Level and that Sixth Bipartite Settlement dt'd. 14--2-95, was to be enforced for five years from November, 92 which contained list of persons to whom special allowance is to be paid and that the said list does not contain the categories of maintenance staff carpenters, plumbers and motor mechanics for giving special allowance. When union of the bank under reference is affiliated to INBEP was party to the Sixth Bipartite Settlement and in the said Bipartite Settlement the demands under reference were not incorporated hardly the same can be re-raised. So far the submission of the Learned Counsel, Mr. Anchani that cash handling allowance to CTO's and xerox operating allowance to xerox operators is being given though not added in the Bipartite Settlement, on the same analogy the special allowance to the workers to the category under reference can be very well paid. It is to be noted that special allowance and cash handling allowance are paid to CTO's for performing the duty of manual tellers is different and that is consonance to the Shastri Award para. 161 & 162 wherein it is pointed out :

"There are three ways by which this extra payment for discharging work carrying with it greater responsibility than routine work should definitely have higher emoluments than an ordinary workman. There are three ways by which this extra payment may be provided for :—

(i) the employees may be given additional increment in the same scale (ii) he may be paid lumpsum allowance in addition to his other emoluments (iii) he may be given a higher scale leading up to a higher maximum."

In Shastri Award, Desai Award and Bipartite Settlement there is a mention of special allowance restricted to limited category, not governing the general category workers under reference.

8. The Learned Representative for the management submits that special allowance demanded by mechanics, carpenters, and motor mechanics is of such a nature to

which bank establishment all over India is affected and consequently the jurisdiction to adjudicate the same is with the National Industrial Tribunal under section 10(1)(A) of the Industrial Disputes Act and from this point of view, the reference is not maintainable. Since the demands raised do not incorporate in the Bipartite Settlement nor in consonance with the Desai and Shastri Award and that it is the policy decision of the Government of India, not to extend any facility beyond what is provided in the Bipartite Settlement, question of payment of special allowance to the maintenance staff mentioned in reference does not arise. Action of the management in this context, being legal and justified workmen under reference are not entitled to any reliefs. Issues are therefore answered accordingly and hence the order :—

ORDER

The action of the management of Central Bank of India in rejecting the demand for payment of special allowances to the maintenance staff such as carpenters, plumbers, motorman is legal and justified.

S.N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 20 मई, 2002

का. आ. 1901.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार विजया बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रिम न्यायालय, नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/133 ऑफ 1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2002 को प्राप्त हुआ था।

[सं. एल-12012/99/98-आई.आर. (बी-II)]

सी.गंगाधरण, अवर सचिव

New Delhi, the 20th May, 2002

S.O. 1901.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/133 of 1998) of the Central Government Industrial Tribunal cum LC No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Vijaya Bank of and their workman, which was received by the Central Government on 17-5-2002.

[No. L-12012/99/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT:

S.N. SAUNDANKAR

PRESIDING OFFICER

REFERENCE No. CGIT-2/133 OF 1998.

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
VIJAYA BANK

Vijaya Bank,
The Mg. Director,
Vijaya Bank Head Office,
M.G. Road,
Bangalore 560 001.

AND

THEIR WORKMEN

General Secretary,
Vijaya Bank Employees
Association,
No. 67/2nd Floor,
K.H Road, Shantinagar
Bangalore.

APPEARANCES:

For the Employer	: Mr. R.N. Shah Advocate.
For the Workmen	: Mr. M.B. Anchan, Advocate,

Mumbai, Dated 5th February, 2002

AWARD—PART-I

The Government of India, Ministry of Labour, by its Order No. L-12012/99/98/IR(B-II), dtd. 8-10-1998, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, have referred the following disputant to this Tribunal for adjudication.

"Whether the dismissal of Sh. B. Hiriyanna Shetty, Ex-Clerk, by the management of Vijaya Bank is justified? If not, what relief the disputant workman is entitled to?"

2. Shri Hiriyanna Shetty was Employed in the management Vijaya Bank, Mumbai as a clerk in 1976. At the time of his suspension on 12-8-82 he was clerk at Fort Branch. Union vide Statement of Claim (Exhibit-7) contended that domestic inquiry held against the workman, Shetty was not as per the Principles of Natural Justice. The charges framed against him were baseless, he was not intimated in advance the name of the Disciplinary Authority, the inquiry officer, the Presenting Officer and the official notification about the appointment of Disciplinary Authority, Presenting Officer, was the CBI Inspector, who was an outsider, and that there is no provision in the Bipartite Settlement to appoint an outsider as Presenting Officer. Inquiry was held on three charges together i.e. three chargesheets were clubbed and thereby workman was embarrassed and therefore he could not defend himself properly, he was arrested and therefore upset, Consequently could not keep in touch with the union and therefore he could not be defended properly. It is the contention of the union that inquiry was not proper as inspection of huge volume of documents in the office of the CBI was not given to workman, important documents such as clearing Scrolls, schedules, Clearing Bank/house certificate regarding receipts of the cheques from various banks were not produced by the bank during the inquiry and that after inquiry, seeking his signatures documents were given. It is further contended that workman was suspended in 1982 however chargesheets were of the year 1986, thereby inordinate delay caused and this occasioned prejudice to workman. It is contended that the inquiry officer was biased. He had not considered the material on record properly and that the findings recorded by him are against the record and consequently perverse. It is therefore contention of the union that domestic inquiry vitiates and that findings are perverse, therefore, the inquiry be set aside.

3. Management, Vijaya Bank, opposed the claim of the union by filing Written Statement (Exhibit-8) contending that the reference is belated and suffers from

laches. The workman was terminated from the service on the basis of the inquiry report on 31-10-87, whereas the cause was espoused in 1995 i.e. after about 8 years and therefore the reference is not maintainable. It is contended that workman was appointed as a clerk in the year 1976 and was confirmed in 1977 whose service governed by the Shastri Award modified by Desai Award and Bipartite Settlement entered into between the Indian Bank's Association and the union and federations dtd. 19-10-1966. It is contended workman while working in Fort Branch, had issued two cheques bearing No. 301919 and 301920 for amounts of Rs. 6480/- and 7285/-, respectively in favour of one Mr. Harshwardhan Sooda, who deposited the above two cheques into his S.B. account No. 110 with Syndicate Bank, Marol Branch, Mumbai. The amounts mentioned in those two cheques came to be credited in the said account of Harshwardhan Sooda and sent to Clearing House at Fort Branch, where it was destroyed. As a result thereof the S/B account No. 9099 of the workman concerned at the Fort Branch was not debited, thereby the bank put to financial loss aggregating to Rs. 13,765/- whereof chargesheet dtd. 5-4-1986 for misconduct under sub-clause (j) of clause 19.5. read with Clause 19.6 of Chapter XIX of the Bipartite Settlement, dtd. 19-10-1966 was given it is contended, during the investigation it was revealed that in the month of September, 79 when the workman was working as clerk in the centralised clearing department of Fort Branch, he was having his SB account No. 9099 in the said branch and was issued cheque book with Sl. Nos. 647201 to 647225. While acknowledging receipt of the cheque book in the Cheque Book Register he wrote Account No. 9029 instead of 9099 in the register and that from the said cheque book workman issued cheque No. 647222 for Rs. 8950/-, in favour of M/s. Shetty & Shetty Auto Works. The said cheque was presented at Corporation Bank, Grant Road Branch where M/s. Shetty & Shetty Auto Works were having Current A/c. No. 453. When the said cheque was sent to the Centralised clearing department for clearance, one Bhaskar Shetty who was working as clerk in the Centralised Clearing department with whom the workman had entered into some arrangement, after collecting the said cheque destroyed it and prepared main inward sheet manipulating in such a way that fraud is not detected. As a result of which the amount of Rs. 8,950/- was credited into the account of M/s. Shetty & Shetty Auto Works on 18-9-1979 without the amount being debited in the SB account No. 9099 of the workman, thereby causing loss of Rs. 8,950/- to the bank, whereof chargesheet dtd. 5-8-1986 was given to him.

It is contended in the month of May 1981 workman while working in Centralised Clearing Department having saving A/c. No. 9099 was given Cheque Nos. 298461 to 298470. Out of the above cheques the workman issued two cheques 298469 and 298470 of Rs. 9,000/- each in favour of one Mr. K. J. Shetty who was having SB A/c./No. 12552 at Syndicate Bank, Lamington Rd. Branch. The same was sent to Centralised Clearing Department of the Fort Branch of the Bank, destroyed the cheques and prepared main inward sheets so that the fraud is not detected. As a result of which, both the amounts of Rs. 9,000/- each were credited to the account of Mr. K. J. Shetty without the amount being debited in the SB A/c. No. 9099. Thereby the bank incurred losses of Rs. 18,000/- for which he was given chargesheet dtd. 6-8-86. It is contended workman gave explanation of the chargesheet dtd. 5-4-86 and not given explanation of the remaining two chargesheets, therefore the Disciplinary Authority decided to conduct departmental inquiry of all

the three chargesheets referred to above and that K. J. Reddy the then Divisional Manager, working at the Bangalore Office was appointed as the Enquiry Officer. It is contended the Enquiry Officer apprised the workman the date of the inquiry, however, he remained absent on 1-12-86 and that on 21-1-87 workman admitted to have understood the contents of the charges levelled against him. He did not oppose the charges and holding the inquiry of the chargesheets. It is contended that Mr. Tayade, CBI Inspector, was Presenting Officer and that he had submitted this arguments on 11-2-87 and the workman submitted his written submissions on 18-3-87 and on going through the documents and record the enquiry officer on 22-7-87 held the workman guilty of all the three charges. It is contended that Disciplinary Authority on the basis of the findings, proposed punishment of dismissal which was apprised to workman by the letter dtd. 14-9-87, who in turn requested for personal hearing, and that hearing him on 8-10-87 punishment was imposed on 31-10-87. It is contended the inquiry was held as per the Provisions of the Bipartite Settlement and the rules of Natural Justice. The management denied that there is no provision under the Bipartite Settlement to appoint CBI Inspector as Presenting Officer. It is contended that nowhere provided in the Bipartite Settlement to intimate the workman concerned the name of the Inquiry officer, Disciplinary Authority and the Presenting officer well in advance. It is contended that the copies of the material documents relied by the management were supplied to the workman and he was given inspection of the documents of the bank. Workman had not challenged the dismissal order before the Appellate Authority. It is contended that the inquiry being fair and proper and the findings being based on the material and documents are not perverse and consequently inquiry be held proper.

4. My Learned Predecessor framed preliminary issues at (Exhibit-10) and in that light workman Shetty filed his affidavit by way of Examination-in-Chief (Exhibit-12) and the union closed evidence vide purshis (Exhibit-13). The Divisional Manager Mr. Jagannadha Reddy, failed Affidavit by way of Examination-in-Chief (Exhibit-14) and the management closed evidence (Exhibit-15).

5. Union filed written submissions (Exhibit-16) and the management at (Exhibit-17) with the copies of the rulings. On pursuing the record as a whole and the written submissions and hearing the counsel for both the parties at length, I record my findings on the following preliminary issues for the reasons mentioned below :—

Issues	Findings
1. Whether the domestic inquiry conducted against Shetty was against the Principles of Natural Justice?	No
2. Whether the finds of the inquiry officer are perverse?	No

REASONS

6. Admittedly workman Shetty while working as a clerk in Vijaya Bank, Fort Branch was suspended in 1982 and chargesheeted in 1986. According to workman inquiry conducted against him vitiates, as the charges were baseless and that inquiry of three chargesheets dtd. 5-4-86, 5-8-86 and 6-8-86 was commonly conducted, thereby prejudice caused to him. He stated that he was no intimated

well in advance the names of the Disciplinary Authority, the inquiry officer and the Presenting Officer nor official notification about the appointment of the disciplinary Authority was made, thereby procedure was not properly followed in accordance with the provisions of clause 19.14 of the Bi-partite Settlement. He further stated that with malafide intention the bank has appointed CBI inspector as Presenting Officer which was against the Bi-partite Settlement. It is further pointed out that because of arrest, workman was confused and, therefore, could not remain in touch with the union and therefore, he could not be defended properly. It is further pointed out that the management had not produced material documents connecting the inquiry, i.e. clearing scrolls, schedules, clearing bank/house certificate etc. He was not given copies of the material documents and that his appeal was not considered and thereby Principles of Natural Justice have not been followed and therefore, the inquiry is not fair. So far filing of material documents and supply of copies to the workman is concerned, workman in his cross-examination admits that management had given him inspection of all the documents relied by it in the inquiry, so also he was given copies of the documents relief by the management.

7. So far the inquiry of three chargesheets together is concerned, workman admits that he had participated in the inquiry of all the three chargesheets, made submissions to the inquiry officer. He had thoroughly cross-examined the witnesses examined by the management, inquiry officer had given him opportunity to cross-examine himself and the witnesses in the inquiry, he did not examine any witnesses. Management has filed proceedings of the inquiry with list (Exhibit-9). Nothing in the inquiry proceedings to show that workman had objected for inquiry of all the three chargesheets together. In fact, in cross-examination, para 14 he clearly stated that he did not object in the inquiry proceedings for joint inquiry of all the three chargesheets, and that for the first time, he had challenged the inquiry of three chargesheets together, by way of Statement of Claim. Workman disclosed in his evidence that he had defended the inquiry personally. He is B. Com. worked in the Bank since 1976. He is member of the National Organisation of Bank Workers Union. Had he found difficulty in defending the charges, he would have objected the same to the inquiry officer, however, that is lacking. On perusal of the inquiry proceedings it is seen charges dtd. 5-4-86, 5-8-86 and 6-8-86 were clearly depicted pertains to the issuance of the cheque but not debiting, thereby causing loss to the bank amounting to gross misconduct under sub-clause (j) of clause-19.5 of Bipartite settlement 1966. Charges were clear, unambiguous and specifically pointed out in the letters referred to above, and that documents speak the position. It is not that the charges were complicated, not understandable and that no law point was involved. It is seen from the proceedings, workman by his summation dtd. 10-3-87, pg. 32 clearly pointed out as to how the charges as mentioned in the chargesheets are false according to him. It cannot, therefore, be said that by clubbing the three chargesheets, workman was put to difficulty.

8. So far the contention of workman that CBI Inspector was the Presenting Officer and therefore, inquiry vitiates is concerned, nothing in Bi-partite Settlement prohibiting management from appointing CBI Inspector as Presenting Officer. No doubt, it is seen from the record on the investigation by CBI a fraud was detected, therefore, CBI Inspector was the competent person to point on the

charges levelled against the workman. Inquiry Officer Mr. Reddy was the experience person in the banking business. Presenting Officer has to put-forth position of the bank. Workman is a graduate of commerce faculty concerning the banking accounts. He had admittedly participated in the inquiry fully. Had he come across difficulties since CBI Inspector was Presenting Officer, he could have pointed out the difficulty and objected to the inquiry officer, the senior most banking person, however, that appears to have not happened. Therefore, hardly can be said that workman was embarrassed due to appointment of CBI Inspector as Presenting Officer.

9. In so far as the contention of workman that he was not intimated well in advance the name of the Disciplinary Authority, the inquiry officer, the Presenting Officer and that no official notification was made, on the appointment of Disciplinary authority is in contravention to clause-19.14 of the Bi-partite Settlement is concerned, what is relevant is whether any prejudice had caused to the workman. Workman admits that he signed the proceedings of the inquiry day to day and that the inquiry proceedings pg. 15 to 29 (Exhibit-9) bear his signatures. The first inquiry date was 1-12-86 when he was absent, however, on 21-1-87 he was present and that the proceedings shows in detail on the inquiry officer and the Presenting Officer. It is not that, workman was not made to know the authority concerned as alleged. On plain reading of clause-19.14 of the Bipartite Settlement nowhere finds that the Disciplinary Authority is under obligation, as alleged by the workman. When the workman was aware on the date of inquiry the concerned disciplinary authority, the Presenting Officer and the Inquiry Officer, to my view no prejudice is caused to him.

10. Workman has stated in his affidavit (Exhibit-12) that bank had not produced important documents such as clearing scrolls, schedules etc., however, he had to admit in cross-examination, para. 14 on production of the said documents by the management. Therefore, contention of the workman that no material documents were produced, copies were not given and that prejudice is claused to him as discussed supra has no relevance.

11. Admittedly workman was suspended in 1982 for the alleged misconduct and that three chargesheets were issued to him in 1986 and that the inquiry of the chargesheets was conducted in 1986/87 and that the inquiry report was made on 22-7-87 holding workman guilty. The learned counsel Mr. Anchan for the workman submits that this delay itself smells on the animus of the management, thereby prejudice is caused to him. On perusal of the record it is seen it is the CBI who had investigated the crime which sufficient time consumes which workman himself admitted in his cross-examination, para. 15 and that immediately after the investigation by CBI, chargesheets were issued and inquiry was held. Viewed the matter from this point of view, hardly can be said that delay in chargesheeting the workman caused prejudice to him.

12. Mr. Anchan, inviting attention of this tribunal to the proceedings (Exhibit-9) submits that the workman had pointed out since there was allegation of fraud and CBI Inspector Mr. Tayade as Presenting Officer to keep balance it was fair to allow workman to represent through a counsel. On perusal of the proceedings it is seen inquiry officer has pointed out as to which cheques were given to the workman which he used and because of not making entry in the

debit loss caused to the bank, where as stated above documents speak the position wherein no legal point is involved, therefore I find no substance in the submission of Mr. Anchan that prejudice had occurred in this context.

13. Workman no doubt pointed out that he had made requests to the inquiry officer to allow him to examine Mr. Harshavardhan Sooda, Bhaskar Shetty and K. J. Shetty. However, in cross-examination, para. 11 he himself pointed out that he did not ask for defence representative during the inquiry and that he was given opportunity to examine himself and his witnesses in the inquiry, but, he did not examine himself nor the witnesses on his behalf. If that is so, inquiry officer cannot be faulted. If at all the workman felt to examine the persons referred to above as material witnesses, he did not avail the opportunity for which he cannot blame others.

14. The learned counsel Mr. Anchan, vehemently urged that rules of Natural Justice have not been followed and therefore the inquiry vitiates. Rules of Natural Justice are not embodied rules. The question whether in a given case where the principles of natural justice have been violated or not, is to be found out on consideration as to whether the procedure adopted by the appropriate authority is in accordance with the law or not and further whether the delinquent knew what charges he was going to make. In short, what is required to be seen "Whether the workman knew the nature of accusation, whether he has been given an opportunity to state his case and whether the authority has acted in good faith. If these requirements are satisfied then it cannot be said that the Principles of Natural Justice has been violated.

15. Their Lordships of Supreme Court in *Sur Enamel & Stamping Works Limited Vs. Their Workmen*, 1963 II LLJ, pg. 467, pointed out that the inquiry cannot be said to have been properly held unless :

- (1) the employee proceeded against has been informed clearly of the charges levelled against him,
- (2) the witnesses are examined ordinarily in the presence of the employee in respect of the charges,
- (3) the employee is given a fair opportunity to cross-examine witnesses,
- (4) he is given a fair opportunity to examine witnesses including himself in his defence if he so wishes on any relevant matter, and
- (5) the inquiry officer records his findings with reasons for the same in his report.

It is seen from the inquiry proceedings (Exhibit-9) inquiry was fixed on 1-12-86, however, as workman was not present that day, it was adjourned to 21-1-87 and on 22-1-87, and thereafter filing the summation by the Presenting Officer on 11-2-87 and the workman on 10-3-87, on 22-7-87 the report was submitted. It is not that inquiry officer had hurriedly prepared the report without given opportunity to the workman. Looking to the chargesheets of the three incidents dtd. 5-4-86, 5-8-86 and 6-8-86 in connection with the cheques pointing on involvement of the workman findings were recorded which clearly indicate the inquiry was fair and proper.

16. So far perversity of the findings are concerned, according to the Learned Counsel Shri Anchan for the workman, inquiry officer in his report concluded that workman had destroyed the cheques, without any evidence on the destruction of cheques. Pointing out the inquiry report pg. 35, according to him, the findings are against the documents on record. Inquiry officer in detail, pointed out on the cheques utilised by the workman, pertain to his cheque book, but not amount was debited from his account. There was no eye witnesses for the removal or destruction of the cheques, but inference can very well be drawn from the circumstances on the record, only because there was no eye witness for destruction/removal of the cheques, the conclusion arrived at by the inquiry officer cannot said to be illogical. Their Lordships in Central Bank of India Vs. Prakash Chand Jain, 1967 ILLJ pg. 377 pointed out that:

"perversity is that when the findings are such which no reasonable person would have arrived at on the basis of the material before him."

In the case in hand, documents on record show the absence of perversity.

17. The Learned Counsel Mr. Shah for the management bank submits that in the interim Award Tribunal has to decide the fairness of inquiry and the perversity of findings, and that in the case in hand, record as a whole clearly point out enquiry was fair and proper. He urged with force that workman is the member of National Organisation of Bank Workers' Union, a commerce graduate, well versed with bank transactions i.e. cheque, debits etc. Had he embarrassed, would have whisper to that effect. However, that is lacking, therefore, according to him, enquiry cannot said to be vitiated. I find substance in the submission of Mr. Shah, going through the record as a whole. Therefore, the enquiry being fair and proper and the findings recorded by the Inquiry Officer not perverse, issues are answered accordingly and hence the order :—

ORDER

The domestic inquiry conducted against the workman was as per the Principles of Natural Justice. The findings of the inquiry officer are not perverse.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 20 मई, 2002

का.आ. 1902.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/80 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2002 को प्राप्त हुआ था।

[सं. एल-17012/24/98-आई आर-(बी-II)]

सी. गंगाधरण, अधर सचिव

New Delhi, the 20th May, 2002

S.O. 1902.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/80 of 1999) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Life Insurance Corporation of India and their workmen, which was received by the Central Government on 17-5-2002.

[No. L-17012/24/98-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT

S.N. SAUNDANKAR,

Presiding Officer

Reference No. CGIT/2/80 of 1999

EMPLOYERS IN RELATION TO MANAGEMENT OF
LIFE INSURANCE CORPORATION OF INDIA

The Sr. Divisional Manager,
LIC of India,
Mumbai Divisional Office,
"Yogak Shema",
Jeevan Bima Marg,
Mumbai-400021.

AND

THEIR WORKMEN

The General Secretary,
Insurance Employees Association,
Gulestan Building, 2nd Floor,
Maharshi Dadhichi Marg, Fort,
Mumbai-400001.

APPEARANCES:

For the Employer : Mr. S.S. Dhamapurkar
Representative.

For the Workmen : Mr. A.S. Deo
Representative.

Mumbai, Dated 6th February, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L-17012/24/98-IR (B. II), dated 31st March, 1999, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this tribunal for adjudication :—

"Whether the workman Shri V.D. Parab has completed 240 days of continuous service with LIC of India during 1994-95 and is entitled to the benefits under the I.D. Act, 1947 ? If so, whether the action of the management of LIC of India, Mumbai in terminating the services of the workman from 6-10-95 is legal and justified ? To what relief the workman is entitled to ?"

2. Workman Shri Vikas Dyandeo Parab was engaged as sub-staff (peon), in the Jeevan Udyog Building in the LIC, Fort, Mumbai by way of statement of claim (Exhibit-4) union contended that Parab worked there in Branch 914 on temporary basis as sub-staff (Peon) during the period of April '94 to September'95 i.e. total 457 days. It is contended though he worked for 457 days the management removed him on 1-11-95 and thereafter their MDO-I, recruited sub-staff both on temporary and permanent basis, ignoring his legitimate claim. It is contended that to obviate the circulars issued from time to time his signatures obtained on vouchers in different names he was not given notice nor retrenchment compensation under the provisions of the Act and therefore his termination is illegal. It is contended management be directed to reinstate him with full back wages.

3. Management, LIC, opposed the claim of union by filing Written Statement (Exhibit-5) contending that Parab was appointed as a casual worker during the year 1994-95. His appointment was infrequent and also for short spells, each time for a short period as 8 days in a month totalling 136 days. It is contended in accordance with the statutory recruitment rules for the post of peon, Parab having been qualified for the written test for recruitment, was called for interview on 16-5-95, however he was not found suitable for the appointment by the committee constituted under the Regulation-6 of the Statutory (Staff) Regulations. It is contended, Parab having failed in interview to gain backdoor entry, made futile efforts. It is contended since Parab was engaged purely as a casual worker his claim is devoid of substance and consequently prayed to dismiss the same.

4. By way of Rejoinder (Exhibit-6) union contended that Parab was assigned the job of Class-IV in the Branch 914, worked total 417 days between April'94 to September'95, had claimed for absorption, however the same was denied illegally. Consequently reiterating the recitals in the statement of claim union denied the contentions in the Written Statement.

5. My Learned Predecessor on the basis of the pleadings framed issues at Exhibit-7 and in that context union filed affidavit of the President of the Vima Kamgar Sangtana, Mr. Dalvi and Shri Parab by way of Examination-in-Chief (Exhibit-10 & 9) and closed evidence vide purshis (Exhibit-11). Smt. Khosla filed affidavit by way of Examination-in-Chief on behalf of the management and closed evidence vide purshis (Exhibit-17).

6. Management LIC filed written submissions (Exhibit-18) and the union at (Exhibit-19). On perusing the record as a whole and hearing the representatives at length, I record my findings on the following issues for the reasons mentioned belows :—

Issues	Findings
1. Whether the workman Mr. B.D. Parab has completed 240 days continuous service with the LIC as contemplated under I.D. Act ?	No.
2. Whether, the workman failed to get regular employment, he raised the present dispute ?	Yes.

3. Whether the action of the management of LIC in terminating the services of the workman w.e.f. 6-10-95 is legal and justified ? Yes.
4. If not, what relief the workman is entitled to ? As per order below.

REASONS

7. According to workman Shri Parab, he worked more than 240 days in the LIC office in the Branch No. 914 from April'94 to September'95, and added that to obviate clutches of the rules and the circulars issued from time to time, he was asked to receive the payment in the else name. Management denied the same contending that Parab worked only 136 days as Casual Labourer that too in break. Dalvi who is said to be President of the Vima Kama Kamgar Sangtana MDO-IV, the Ex-Jt. Secretary of the Insurance Employees Association, Mumbai for a long time, no doubt in the first breath disclosed that Parab worked more than 240 days and ventures to state that as per the practice signatures were obtained in the vouchers in the name of others. In the second breath in cross-examination, however, he admitted that he had no personal knowledge in the alleged unfair practice, therefore his evidence is of no relevance. Attendance chart filed by Dalvi, Annexure 'B' is not authenticate one. Manager of the LIC, Mrs. Khosla has not personally verified the said chart in the light of the voucher numbers mentioned therein. However, she clearly pointed out that, Parab worked as casual labour for a short period as 11-12 days in a month and not continuously. Annexure 'A' filed by her alongwith affidavit which is prepared as per record, shows Parab worked only 136 days and not 240 days. The contention of Parab that on some occasions he had worked in different names is difficult to digest for the simple reason that, no officer of the LIC would take risk to secure the services of sub-staff for the office work in others name inviting humiliation. The Learned Representative Mr. Deo for the union submits that to circumvent the circulars and the provisions tactics like engaging the persons in different names and/or different capacity has been taken note of by Hon'ble NIT in Award dtd. 17-4-86 holding, that as unfair Labour practice. He has however not filed copy of the said Award. Mr. Dalvi the office bearer of the employees union in cross-examination para. 28 clarified on unfair Labour practice referred in para. 11 of the affidavits, in so far as daily wages of Rs. 30 and recruitments is not according to procedure. He does not speak on seeking signature of the workers in the name of else or unfair labour practice. If really management adopted practice as disclosed by Parab, Mr. Dalvi would have clearly pointed out to that effect, however, that is lacking and from this point of view, contention of Parab referred to above does not implicit reliance. From the evidence on record it is therefore clear that Parab did not work more than 240 days. So far continuous work is concerned, it is apparent that Parab worked infrequently, in short spells, as seen from the record. Assuming for a moment, Parab worked more than 240 days as stated by him, the fact that he was employed as casual labour, so long as work is available consequently do not acquire a permanent status to be absorbed as a regular employee, and therefore it does not fall within the definition of retrenchment. Their Lordships of Supreme Court in

Himanshu Kumar Vidyarthi Vs. State of Bihar AIR 1997 SC 3657, clearly observed that 'the daily wage employee whose services were engaged on the basis of need of work, termination of such employee cannot be construed to be retrenchment.'

8. Parab admits that he was not given appointment letter nor the termination letter. He worked between April'94 to September'95. He was getting wages Rs. 30 per day. This shows he was a daily wager. As stated above he has not worked 240 days, therefore, provisions of Section 25 F are not applicable.

9. Parab pointed out that he was called for the interview of peon, but, was not selected by the committee. The Learned Representative for the management submits that since Parab was not selected by the committee, to gain back door entry into the service of the Corporation, he made futile effort. Parab admits in cross-examination, para 14 that he had given written test in March'94. He failed in oral interview, but he was not informed by the Corporation as to why he was not selected. The reference is of the year 1999. From the letters filed by the union office bearer Mr. Dalvi shows that, in the year 1996 he had approached A.L.C. (C). It is seen as Parab was not selected by the recruitment committee, he raised this dispute, which is devoid of substance.

10. Manager of the Corporation Mrs. Khosla stated that Parab a casual worker, was employed for a short period and that after work he was discontinued, does not amount to termination. The Learned Representative for the management taking help of this, submits that discontinuance of a casual labour as there was no need does not attract provisions of the Section 25 F of the Industrial Disputes Act and therefore from that point of view, there is no termination of Parab and from this point of view, action of the management is justified. I find substance in the above said submission.

11. Therefore going through the record as a whole it is clear that Parab did not work more than 240 days, he raised dispute since he failed to get a regular employment by way of interview, he was casual worker and as there was no need he was discontinued and, from this point of view, the action of the management is legal and justified, and consequently he is not entitled to any relief. Issues are therefore answered accordingly and hence the order :—

ORDER

The action of the management of LIC of India, Mumbai in terminating the services of the workman from 6-10-95 is legal and justified.

S. N. SAUNDANKAR, Presiding Officer.

नई दिल्ली, 21 मई, 2002

का.आ. 1903.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधितंश्रे के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम्यावालय चेन्नई के पंचाट (संदर्भ संख्या 558/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-5-2002 को प्राप्त हुआ था।

[सं. एल-12011/272/2000-आई आर-(भी-II)]

सी. गंगाधरण, अवार सचिव

New Delhi, the 21st May, 2002

S.O. 1903.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 558/2001) of the Central Government Industrial Tribunal-cum-Labour Court Chennai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workmen, which was received by the Central Government on 20-5-2002.

[No. L-12011/272/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

PRESENT

K. KARTHIKEYAN,

Presiding Officer

Industrial Dispute No. 558/2001

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri Shanmuga Ramasamy and the Management of Syndicate Bank, Chennai.)

BETWEEN

The President, Syndicate Bank Employees Union	: I Party/Claimant
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AND

The Deputy General Manger, Syndicate Bank, Chennai.	: II Party/ Management
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APPEARANCE :

For the Claimant	: M/s P. Manimeghalai : N. Rammamani, R. Gomathi, and N. Isabella, Advocates
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For the Management	: M/s. T.S. Gopalan & Co. Advocates
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The Govt. of India, Ministry of Labour, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-12011/272/2000-IR(B-II) dated 26-2-2001/2-3-2001.

On receipt of records from the Government of India, Ministry of Labour, this case has been taken on file as I.D. No. 558/2001 and notices were sent, to the parties to the dispute, with a direction to appear before this Tribunal on 19-4-2001 to prosecute this case further. Accordingly, the learned counsel on record on either side along with their respective parties have appeared and prosecuted this case by filing their Claim Statement and Counter Statement respectively.

When the matter came up before me for final hearing on 11-4-2002, upon perusing the Claim Statement, Counter Statement, the other material papers on record, the documentary evidence let in on either side, and after hearing the arguments advanced by the learned counsel on either side, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the action of the management of Syndicate Bank in imposing the punishment of reduction in basic pay by two stages for two years by proceedings dated 10-3-99 to Sri Shanmuga Ramasamy, Clerk is justified? If not, to what relief the workmen is entitled?”

2. The averments in the Claim Statement of the I Party/Syndicate Bank Employees Union represented by its President (hereinafter refers to as Petitioner) are briefly as follows :—

The I Party/Petitioner Union has raised this industrial dispute espousing the cause of the workman Sri Shanmuga Ramasamy. The concerned workman joined at Erode branch of the II Party/Syndicated Bank on 11-6-96 and was working as a Clerk. During the relevant period, while the concerned workman was working in the leave vacancy in the overdraft department of that branch, he was issued with a show cause notice dated 20-1-1998 as to why disciplinary action should not be initiated against him for his negligence in debiting stop payment cheque which is ultimately passed for Rs. 85,500- and also for violation of rules referred in the notice. He was given 15 days time to submit his reply. The concerned workman submitted his reply dated 25-2-98 denying the charge alleged in the show cause notice and had pleaded that he had no knowledge of the stop payment instructions given by the party and that he has been falsely implicated by the Special Assistant Mr. Palanisamy, with an ulterior motive to save his skin. Not satisfied with the submissions of the concerned workman, the II Party/Management issued a charge sheet dated 15-4-98 alleging that the concerned workman has committed a gross misconduct of gross negligence involving the bank in serious loss vide clause 19.5(1) of Bipartite Settlement. The concerned workman submitted his explanation dated 28-4-98 to the charge sheet denying the charges levelled against him. He has also submitted additional submissions dated 6-5-98 and 21-5-98. Not being satisfied with the defence statements submitted by the concerned workman, the Disciplinary Authority had proceeded with the departmental enquiry. In the enquiry, on behalf of the management one witness was examined and eight documents were marked. The concerned workman had examined himself as defence witness. The Enquiry Officer had submitted his report dated 15-10-98 giving a finding that the charges levelled against the concerned workman stand proved conclusively. Then the concerned workman was called upon to give his submissions to the Enquiry Officers report. Accordingly, the concerned workman submitted his written submissions and additional written submissions on 26-10-98. Without properly taking into account the various submissions made by the concerned workman, the Disciplinary Authority concurred with the findings of the Enquiry Officer and have called upon the concerned workman by his letter dated 4-2-99 to attend the

personal hearing on 22-2-99 to decide about the proposed punishment of reduction in basic pay by two stages for a period of two years for the alleged misconduct. The concerned workman attended the personal hearing. The Disciplinary Authority without taking proper account of various submissions made by the concerned workman imposed the punishment of reduction in basic pay by two stages for a period of two years by his order dated 10-3-99. The concerned workman preferred an appeal against that order of punishment to the Appellate Authority at Manipal and had also submitted additional submissions. The Appellate Authority by its order dated 22-6-99 dismissed the appeal of the concerned workman and confirmed the order of the Disciplinary Authority. Thereafter, the Petitioner Union has raised an industrial dispute on 25-8-99 on behalf of the concerned workman before the Regional Labour Commissioner (Central), Chennai. As the conciliation proceedings ended in a failure, on his submission of failure of conciliation report, the Govt. have referred this matter as an industrial dispute for adjudication by this Hon'ble Tribunal. The punishment imposed by the Disciplinary Authority against the concerned workman is wholly unjustified, unreasonable and liable to be set aside. The findings of the Enquiry Officer is totally biased, one sided, perverse and unreasonable on account of total non-application of mind to the real issue involved in the matter. The gross violation of bank rules by the supervisory and other staff working during the relevant periods in the overdraft department established successfully by the defence during enquiry proceedings was not considered by the Enquiry Officer. The Enquiry Officer has not carefully considered the evidence let in by the defence during the enquiry, due to a pre-determined mind. The charge sheeted employees has been singled out for punishment and made as a scapegoat in order to share the loss of the amount involved. The punishment imposed by the Disciplinary Authority by reduction of basic pay by two stages for two years is harsh and highly disproportionate. The concerned workman being a honest and sincere person, who had rendered a blemishless service to the bank, this Hon'ble Tribunal by invoking its vast discretionary powers should protect the interest of the concerned workman by restoring his basic pay and all increments due to him in the normal course. Hence, it is prayed that this Hon'ble Tribunal to pass an Award holding that the action of the management of Syndicate Bank in imposing punishment against the concerned workman by its order dated 10-3-99 is illegal and unjustified and consequently direct the II Party/Management to revoke the punishment and restore the basic pay reductions made in view of the punishment and all the increments due to him in the normal course with attendant benefits.

3. The averments in the Counter Statement filed by the II Party/Management represented by the Deputy General Manager Syndicate Bank, Chennai (hereinafter refers to as Respondent) are briefly as follows :—

The dispute has been raised by the Petitioner Union under section 2 (k) of the Industrial Disputes Act. As such, the dispute should have been espoused by the substantial section of the workmen of the Respondent/Bank and the said workmen should have authorised the Petitioner Union to raise the dispute on the punishment awarded to the concerned clerk. The Petitioner Union is put to strict proof of its authority and competence to take up the cause of the concerned clerk and raise the industrial dispute. There is

no valid industrial dispute espousing the cause of the concerned clerk and therefore, the order of reference is bad in law. The Respondent/Bank has a branch at Erode. In respect of every constituent, who is having an account, a ledger folio is maintained in which all entries for the operation of the account are made. The Respondent also maintained a register to note down 'stop payment' instructions given by the account holders. Whenever, a constituent who has issued a cheque gives instructions to the branch to 'stop payment', the same will be entered in the 'stop payment' register. Simultaneously the 'stop payment' instructions together with the particulars of the cheque should be noted in red ink in the ledger folio. When entries are carried from one page to another the stop payment instructions should also be noted on the carried over page. In any event, the Clerk to whom a cheque is presented, satisfy himself that there is sufficient balance to pass the cheque. He should also verify from the ledger folio whether there is any 'stop payment' instructions. The clerk who is in charge of posting the entries in the ledger folio should go through the entire ledger sheet pertaining to the account to verify whether any 'stop payment' instructions has been noted in the ledger folio. The concerned clerk was working in the Erode Branch where one firm by name M/s. K.K. Ramalingam and Co. was maintaining a overdraft account No. 35/95. By a letter dated 23-9-96 the said party gave instructions to the bank to 'stop payment' of four cheques bearing Nos. 682002, 682003, 683814 and 683811 with the post dates as 25-9-96, 28-9-96, 14-10-96 and 17-10-96 respectively. The first two cheques were drawn in favour of one Sri S.S. Sivakumar for the amounts Rs. 1,00,000/- 1,07,400/-respectively and the other two were in favour of Sri S. Balamurugan for the amount Rs. 85,000/- and Rs. 1,00,000/- respectively. On receipt of 'stop payment' instructions from the party the same was entered in the 'stop payment' register as well as in the ledger folio. On 14-10-96, when the concerned clerk was working in the overdraft department, one of the four cheques i.e. 683814 dated 14-10-96 issued in favour of Sri S. Balamurugan for Rs. 85,500/- was presented for payment. Despite the receipt of 'stop payment' instructions from the party, the same having been noted in the bank's records, the concerned clerk debited the amount in the account and consequently, the cheque was passed for payment in cash. On 26-10-96 the party complained about the payment made to the payee as the payment was made inspite of 'stop payment' instructions. The said payment was unauthorised and naturally the bank was obliged to pay that amount to the account holder. The unauthorised payment claimed to be made because of the negligence of the concerned clerk Sri Shannuga Ramasamy and the Special Assistant Sri Palaniswamy. When disciplinary action against the special Assistant Mr. Palaniswamy was initiated, he came forward to pay 50% of the amount and accepting the said payment, he was let off with the warning. On 15-4-98 a charge sheet was issued to the concerned clerk charging him with the misconduct of negligence in debiting the 'stop payment' cheque referred to above, which resulted in financial loss to the bank to the extent of Rs. 85,500/- together with interest. The entries in respect of operations of the account for the period from part of 20-9-96 to part of 25-9-96 were entered in the ledger sheet No. B0717550 and as the 'stop payment' instruction was received on 23-9-96 the same was duly noted in red ink at the top of the said ledger sheet. On the reverse side of the ledger sheet No. 717550 the same 'stop payment' instruction was noted. The reverse side of the ledger sheet No. 717550 contained entries relating

to the period from 25-9-96 to 01-10-96. On 3-10-96 a new ledger sheet was opened and with the number 717560 in the obverseside of the sheet. The stop payment instructions were not carried out. However, from the entries for the period from 10-10-96 were made on the reverse side of the ledger sheet No. 717560, the 'stop payment' instructions were noted though in 'blue ink'. On 14-10-96 when the disputed cheque was presented for payment, the 'stop payment' instructions were already there in the reverse side of the ledger sheet No. 717560. The concerned clerk was asked to appear for enquiry. In the enquiry, the Branch Manager Mr. Rajaram was examined in support of the charge. The concerned clerk gave his evidence. The exhibits in support of the charge were marked as MEX 1 to 8. The stand of the concerned clerk was that the 'stop payment' instructions were not there when he made the payment, that the 'stop payment' instructions found on the reverse side of the ledger sheet No. 717560 were in 'blue ink', that those instructions were already noted he would not have made the entries and in any event the Special Assistant would not have passed the cheque for payment. The Enquiry Officer gave his report on 15-10-98 rejecting the contentions of the concerned clerk and holding that the concerned clerk was negligent in the discharge of his duties. Under a cover of letter dated 17-10-98, the copy of the report of the Enquiry Officer was furnished to the concerned clerk and he was asked to make his comments. By his letter dated 6-11-98, he made his comments on the enquiry report. Thereafter, he was given 2nd show cause notice proposing the punishment of reduction in basic pay by two stages for a period of two years and he was asked to appear for a personal hearing on 22-2-99. In the personal hearing, on 22-2-99, the concerned clerk reiterated his earlier contentions. After considering his representation, orders were passed on 10-03-99 confirming the punishment of reduction on the basic pay by two stages for the period of two years. The punishment awarded to the concerned clerk is perfectly justified and it is not liable to be set aside for the reasons urged by the Petitioner. On the materials placed before the Enquiry Officer, he came to the conclusion that the concerned clerk was negligent in the discharge of his duties and thereby the payment was made against the cheque of M/s. K.K. Ramalingam & Co. for which the party had already given 'stop payment' instructions. The Enquiry Officer has given consent reasons for his conclusions. As the present case is not a one which falls under the scope of Section 11A of the Industrial Disputes Act, the Petitioner cannot invite this Hon'ble Court to interfere with the findings of the Enquiry Officer unless, they are shown to be perverse in the sense that they were totally lacking in evidence. In the instant case, there was sufficient evidence for the Enquiry Officer to reach the conclusion of guilt against the concerned clerk. The said findings cannot be said to be perverse. The findings of the Enquiry Officer are neither biased nor unreasonable. The supervisory staff who was equally negligent had to pay 50% of the amount. The alleged lapse of negligence on the part of the other staff would not obviate the concerned clerk of his responsibility. Though the Special Assistant was also negligent in the discharge of duties, the concerned clerk was equally negligent ignoring the entries of 'stop payment' instructions. The negligence on the part of the other staff is not a defence for the negligence of the concerned clerk. The Enquiry Officer has given proper reasoning for having found the concerned clerk guilty of negligence in discharge of duties. It is not permissible for the Petitioner to persuade this Hon'ble Court

to re-appreciate the evidence and come to a conclusion different from that of the Enquiry Officer. The concerned clerk should also take responsibility for the loss caused to the bank. His pay was reduced by two stages for the period of two years as against loss of Rs. 85,500/- caused to the bank. It is, therefore, prayed that this Hon'ble Court may be pleased to dismiss the claim of the Petitioner.

4. When the matter was taken up for enquiry, no one has been examined as a witness on either side. 9 documents have been marked on the side of the Petitioner as Ex. W1 to W9 and 11 documents have been marked on the side of the Respondent/Management as Ex. M1 to M11. The learned counsel on either side have advanced their respective arguments.

5. The Point for my consideration is—

"Whether the action of the management of Syndicate Bank in imposing the punishment of reduction in basic pay by two stages for two years by proceedings dated 10-03-99 to Sri Shanmuga Ramasamy, Clerk is justified? If not, what relief the said workman is entitled for?"

Point :—

The learned counsel for the 2nd Party/Management advanced an initial argument stating that this dispute has been raised under section 2k of the Industrial Disputes Act by the Petitioner Union and as such the dispute should have been espoused by a substantial section of the workmen of the Respondent/Bank. So, the said workman should have authorised the petitioner Union to raise the dispute on the punishment awarded to the concerned clerk. Therefore, the Petitioner Union is put to strict proof of its authority and competence to take up the cause of the concerned clerk and raise the industrial dispute. For this statement in the counter of the Respondent/Management, no reply statement has been filed by the Petitioner Union stating that the Petitioner Union has been duly authorised by substantial section of the workmen of the Respondent/Bank as well as the concerned workman who was awarded punishment to raise this industrial dispute under section 2k of the Industrial Disputes Act. The Petitioner Union has not let in any oral or documentary evidence to prove that a substantial section of the workmen of the Respondent/Bank as well as the concerned clerk who was awarded punishment have authorised the union to raise this industrial dispute under section 2k of the Industrial Disputes Act. Neither a plea nor any evidence is available on the side of the Petitioner Union in this case to show that any resolution has been passed in the Petitioner Union to take this dispute as a collective dispute to be raised under section 2k of the Industrial Disputes Act against the Respondent/Bank Management. No document to that effect also has been filed in this case. Thus, the objection raised by the Respondent/Management in the Counter Statement about the authority of the Petitioner Union to raise this dispute has not been proved with acceptable, legal evidence. under such circumstances, the competency of the Petitioner Union to raise this dispute as a collective dispute itself is in question, which remains un-established with sufficient acceptable evidence.

6. It is admitted that the concerned workman Sri Shanmuga Ramasamy who was working as a Clerk in the Erode branch of the Respondent/Syndicate Bank at the relevant point of time. It is not disputed that a current account No. 35/95 holder M/s. K.K. Ramalingam & Co., who was having overdraft facility had issued four cheques to two different parties two each as post-dated cheques had issued a 'stop payment' instruction to the bank by a letter dated 23-9-96. The xerox copy of that letter is Ex. M2. One out of the four cheques issued by the said account holder M/s. K.K. Ramalingam & Co. in favour of one Sri S. Balamurugan under Cheque No. 683814 of Rs. 85,500/- dated 14-10-96 was presented for encashment in the Erode branch of the Respondent/Bank, when the concerned workman was present and working in the overdraft department of the branch on 14-10-96 and on presentation of the said cheque the concerned clerk debited the amount in the account and consequently the cheque was passed for payment in cash. The xerox copy of that cheque is Ex. M1. Later, the concerned party M/s. K.K. Ramalingam & Co. had sent a letter dated 26-10-96 to the Manager of Respondent/Bank Erode Branch complaining the release of the cheque amount in spite of their 'stop payment' advise under their letter dated 23-09-96. The xerox copy of that complaint letter dated 26-10-96 is Ex. M5. It is not disputed that whenever 'stop payment' instruction is given by the party to the bank, it must be entered in the 'stop payment' register and the particulars in respect of 'stop payment' instruction has been given in respect of cheques issued by the party to the bank have to be noted in the ledger folio of the party. It is clearly mentioned in the Counter Statement that on receipt of 'stop payment' instructions from the party, the same was entered in the 'stop payment' register as well as in the ledger folio. In para 4 of the Counter Statement also the Respondent/Management has specifically pleaded that the Respondent also maintains a register to note down 'stop payment' instructions given by the account holders. And that whenever a constituent who has issued a cheque gives instructions to the branch to 'stop payment' the same will be entered in the 'stop payment' register. Simultaneously the 'stop payment' instructions together with the particulars of the cheque would be noted in red ink in the ledger folio. It is further stated that if entries are carried forward from one page to another, the 'stop payment' instructions should also be noted on the carried over page and that in any event the Clerk to whom a cheque is presented, satisfy himself that there is sufficient balance to pass the cheque and that he should also verify from the ledger folio, whether there is any 'stop payment' instruction and that the Clerk who is in charge of posting the entries in the ledger folio should go through the entire ledger sheet pertaining to the account to verify whether any 'stop payment' instruction has been noted in the ledger folio. All these averments in the Counter Statement as procedure that is being followed in the bank when 'stop payment' instruction has been received from the account holder for the cheque issued by him have not been disputed by the Petitioner as incorrect or it is not the procedure that is being followed with the Respondent/Bank. On the other hand, the Petitioner Union has clearly alleged in the Claim statement that the previous clerical staff and the supervisory staff have committed lapses in not properly noting down the 'stop payment' instructions in the account folio of the party concerned and in not carrying it forward in the subsequent account folios. It is not his contention in the Claim Statement that as the Clerk

who had dealt with this cheque in question had verified the register maintained by the Respondent/Bank in which 'stop payment' instructions given by the account holders had been notified. It is also not his case that as a prudent clerk he had verified that 'stop payment' register before ever dealing with that cheque in question and ascertained that there was no instruction of 'stop payment' has been given by the concerned account holder. From the averments in the Claim Statement of the Petitioner, it is seen that he had lost sight of the 'stop payment' instruction of the account holder, since the previous clerical staff and the supervisory staff had not properly noting down the 'stop payment' instructions in the account folio of the party concerned and in not carrying it forward in the subsequent account folios. It is the admission of the Petitioner in the Claim Statement that in the first folio No. 717550 pertaining to M/s. K.K. Ramalingam & Co. standing instruction has been duly noted on the top of the ledger sheet in the specific column meant for the purpose and that thereafter, the transactions have been carried over to the next three sheets, but the 'stop payment' instructions had not carried forward and that in the fourth page i.e. back side of the folio number 717569 standing instructions had not been carried forward. Further, the Petitioner has admitted in the Claim Statement that it would be highly impracticable for the leave reserve staff to verify all the previous ledger folios in the absence of marking of 'stop payment' instructions in the current folio during the business hours of the bank. This clearly shows that the concerned clerk Sri Shanmuga Ramasamy had not verified all the previous ledger folios to verify that any 'stop payment' instructions given by the party has been noted in the relevant columns before processing the cheque in question and to forward the same to the supervisory official for passing orders for honouring the cheque. Ex. M3 is the xerox copy of the current/overdraft register pertaining to account no. 35/95 of M/s. K.K. Ramalingam & Co. for the period from 19-9-96 to 19-10-96. It is seen from this document in the column at the top available for 'stop payment' instructions to be noted, the instructions given by the party under Ex. M2 letter dated 23-9-96 in respect of four cheques have been noted with all the particulars. In the next sheet of the ledger folio, these 'stop payment' instructions have been made in the middle portion of the ledger folio, but it has not been carried over to the subsequent continuous ledger folio. But in the last sheet of the folio the said 'stop payment' instructions has been mentioned in the relevant column. From the entries, it is seen that for October, 1996 the dispute cheque No. 683840 drawn in the name of Mr. S. Balamurugan for a sum of Rs. 85,500/- has been paid and relevant entries for the same has been noted in the concerned ledger folio by the concerned clerk Shri Shanmuga Ramasamy. That was why the concerned party has preferred a complaint on 26-10-96 under Ex. M5 to the Manager, Syndicate Bank, Erode that in spite of 'stop payment' instructions given by them by letter dated 23-9-96 a post dated cheque 14-10-96 for Rs. 85,500/- have been encashed on 14-10-96. On the basis of the complaint of the party under Ex. M5, the Branch Manager, of Syndicate Bank, Erode, has sent a letter dated 29-10-96 to the Divisional Manager, Divisional Office of the bank at Coimbatore. The xerox copy of that letter is Ex. M6. In view of the mistake committed by the staff of the bank, the bank management had credited that amount in the account of the concerned party and had sent an advice dated 11-3-98. On receipt of the credit advice, the concerned party has sent a letter dated 17-3-98 to the Manager of

Syndicate Bank, Erode, requesting him to credit the interest amount for the value of Rs. 85,500/- from 14-10-96 to 11-03-98. The xerox copy of that letter is Ex. M7. In pursuance of Ex. M7, it is contended that interest has also paid by the bank to the concerned party as claimed by him. The concerned workman Sri Shanmuga Ramasamy had attended office in the Respondent Bank, Erode Branch on 14-10-1996, in proof of the same, the xerox copy of the attendance register for the month October, 1996 of the Erode branch of the Respondent/Bank has been produced. It is Ex. M8. So, the concerned clerk along with the Special Assistant who made payment for the 'stop payment' cheque has been given charge sheet under Ex. W1. It is admitted that the Special Assistant Mr. Palanisamy has authenticated passing of that cheque Ex. M1 by putting his initial. It is the contention of the Management that the Special Assistant Palanisamy has admitted his guilt and has paid Rs. 42,000/- towards this loss caused to the bank. It is contended in para 6 of the Counter Statement of the Respondent/Management that when the disciplinary action against the Special Assistant Mr. Palanisamy was initiated, he came forward to pay 50% of the amount and accepting the said payment he was let off with a warning. So, Ex. W1 charge sheet has been issued to the concerned workman Sri Shanmuga Ramasamy, for which the concerned workman has submitted his explanation dated 25-2-98. The xerox copy of the same is Ex. W2. He has taken a defence in that explanation that the instructions were recorded in the current folio by the special assistant in his own handwriting after the payment of the cheque of Rs. 85,500/- has been made. In the same explanation, he has admitted in the beginning when the 'stop payment' was received from the party, it was noted down by the Clerk in his own handwriting and that in the subsequent pages/folios these instructions have not been carried forward except in the current folio. Having not satisfied with the explanation given by the concerned workman under Ex. W2, the Respondent/Management has conducted a domestic enquiry in which the charge sheeted employee has taken part along with his defence representative, the General Secretary of the Syndicate Bank Employees Union. The xerox copy of the enquiry proceedings is Ex. W5. A perusal of the entire enquiry proceedings clearly shows that on the side of the management the Branch Manager who was working at that time in the Erode Branch had been examined as a witness and relevant documents have been marked as management exhibits. The concerned workman himself has been examined as a defence witness and the defence representative had submitted his written brief before the Enquiry Office. The xerox copy of the same is Ex. W6. Ex. W7 is the xerox copy of the report dated 15-4-98 of the Enquiry Officer. A perusal of the Enquiry Officer's report go to show that he after analysing the evidence both oral and documentary on either side, he has given his findings that the charges levelled against the concerned workman Sri Shanmuga Ramasamy under charge sheet dated 15-4-98 stand proved conclusively. Then the report of the Enquiry Officer with his findings has been forwarded to the concerned workman for submission of his remarks. Accordingly, he made his written submissions dated 26-10-98 along with his defence representative to the Deputy General Manager, Zonal Office. The xerox copy of the same is Ex. W8. Then after personal hearing, the Disciplinary Authority has passed an order dated 10-3-99 imposing punishment of reduction in basic pay of Sri Shanmuga Ramasamy by two stages for two years.

The xerox copy of that order of the Disciplinary Authority is Ex. W9. Ex. M9 is the xerox copy of the communication sent by the Disciplinary Authority to the concerned workman dated 4-2-99 informing him to attend the personal hearing on 22-02-99. From this it is seen that only after giving sufficient opportunity to the concerned workman to put forth his defence in respect of the charges levelled against him and after hearing his representation along with his defence representative, the Disciplinary Authority after taking into consideration both the aspects has passed an order imposing the punishment of reducing the basic pay of the concerned clerk by two stages for two years. Further, it is seen from the enquiry proceedings during the enquiry when the charge sheeted employee gave evidence as defence witness, has admitted that in the ledger folio from 25-09-96 to 01-10-96 of M/s. K.K. Ramalingam & Co. the then Clerk Sri Shanmuga Raj had written the stop payment order and it is his admission in the Chief examination itself that the only made the opening entry in the account folio of M/s. K.K. Ramalingam & Co., commencing from 10-10-96, and in the same folio, he had made entries on 14-10-96 in respect of the disputed cheque for Rs. 85,500/- as a debit entry. He has not made any stop payment instructions given by the party on the top of the ledger folio in the relevant column, when he opened that folio by making the first entry on 10-1-96. Though he knew that in the ledger folio of K.K. Ramalingam & Co. from 25-9-96 to 01-10-96 'stop payment' order has been written by the then Clerk Sri Shanmuga Raj. So, from this it is seen that he ought to have made the relevant 'Stop Payment' instructions in the relevant column available on the top of the ledger folio of M/s. K.K. Ramalingam & Co. when he made the opening entry on 10-10-96. If he had done it, he would not have missed the instructions given by the party to 'Stop Payment' for the cheque dated 14-10-96 for Rs. 85,500/- issued in favour of one Sri Balamurugan. So, from all these things, it is evident that there are sufficient oral and documentary evidence placed before the Enquiry Officer to give a finding that the charges levelled against the concerned clerk has been proved conclusively as he has stated in Ex. W-7. So, it cannot be said that Enquiry Officer has given his finding without any basis and it is perverse and further it cannot be said that it discloses the prejudiced and biased mind of the respondent/Management to sealed the real culprit, as it is contended by the Petitioner Union in the Claim Statement. So, under such circumstances, I find no reason to come to the conclusion that the action of the management of Syndicate Bank in imposing the punishment of reduction in basic pay by two stages for two years by proceedings dated 10-3-99 to Sri Shanmuga Ramasamy, Clerk is unjustified. Hence the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an award is passed holding that action of the management of Syndicate Bank in imposing the punishment of reduction in basic pay by two stages for two years by proceedings dated 10-3-99 to Sri Shanmuga Ramasamy, Clerk, is justified hence the concerned workman is not entitled for any relief. No cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April 2002).

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :

On either side : None

Exhibits marked :

For the I Party/Claimant :

Ex. No.	Date	Description
W1	20.01.98	Xerox copy of the show cause notice issued to concerned workman by the Respondent/Management
W2	25.02.98	Xerox copy of the explanation submitted by the Charge sheeted employee to Respondent/Management.
W3	15.04.98	Xerox copy of the charge sheet
W4	28.04.98	Xerox copy of the explanation submitted by the Charge sheeted employee
W5	12-08-98	Xerox copy of the enquiry proceedings
W6	27-08-98	Xerox copy of the written submissions submitted by concerned workman to Enquiry Officer.
W7	15-04-98	Xerox copy of the enquiry report.
W8	26-10-98	Xerox copy of the written submissions made to Disciplinary Authority on the enquiry report.
W9	10-03-99	Xerox copy of the order of Disciplinary Authority Imposing punishment against the concerned workman.

For the II Party/Management :

M1	14-10-96	Xerox copy of the cheque dated 14-10-96 issued by Sri K.K. Ramalingam & Co. to S. Balamurugan
M2	23-09-96	Xerox copy of the letter sent by K.K. Ramalingam & Co. to II Party/Management advising stop payment of cheque mentioned therein.
M3	19-09-96 to 19-10-96	Xerox copy of the current/over-draft register pertaining to A/c. No. 35/95 of K.K. Ramalingam & Co.
M4	31-05-96 to 29-11-96	Xerox copy of the cheques and drafts stopped register.
M5	26-10-96	Xerox copy of the letter issued by K.K. Ramalingam & Co. to II Party/Management complaining release of Cheque in spite of stop payment advice.

New Delhi, the 22nd May, 2002

S.O. 1905.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award [Ref. No. 2(C)/2001] of the Industrial Tribunal Guwahati as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 21-5-2002.

[No. L-12011/213/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR : COURT GUWAHATI : ASSAM

REFERENCE NO. 2 (C) OF 2001.

Present :

Shri H.A. Hazarika,
Presiding Officer,
Industrial Tribunal,
Guwahati.

In the matter of an Industrial Dispute between :

The Management of
Union Bank of India,
Mumbai.

Versus

The General Secy.
U.B.E.U., Guwahati.

Appearance :

Shri R. Pandey
Manager (P)
Shri J. Chakraborty : For the Management
Gen. Secy. U.B.E.U. : For the Workman

AWARD

The Govt. of India, Ministry of Labour, New Delhi by a notification No. L-12011/213/2000/IR(B-II) dt. 24-11-2000 referred an Industrial Dispute between the management of Union Bank of India and the workmen represented by General Secy. U.B.E.U. Guwahati with copies to the respective parties.

On receipt of the reference a case was registered and notices were sent to the parties concerned to appear before this tribunal. Accordingly both the parties appear before this tribunal and filed their respective written statements along with some documents.

The issue referred reads as given herein below :

"Whether the action of the management of Union Bank of India in not implementing the memorandum of understanding dated 27-3-95 with regard to creation of the post of Spl. Asstt. in the State of Assam was justified? If not, to what relief the workman is entitled to?"

The case of the workmen in brief from the narration of very long written statement is that amongst the clerical

cadre there are some posts which carry special allowances @ Rs. 971/- p.m. and D.A. with benefit of P.F., Pension, Gratuity etc. for doing extra responsibilities and duties.

That union concern takes care of workmen in the matter of promotion, protection and higher assignment and other benefits and entitlement.

That All India Union Bank Employees Federation by which the union concern is affiliated was not satisfied with the business criteria as decided in the MOU dated 27-3-95 and alongwith some other demands. The federation raised the following demands for creation of Spl. Asstt. post.

That the branch of Union Bank of India are devided into 4 groups namely (i) Rural (ii) Semi-urban (iii) Urban (iv) Metropolitan.

That for deciding the criterion for creating for the post of Spl. Asstt. in Semi-urban, Urban and Metropolitan branches, a Memorandum of understanding (MOU) was signed between the management and the recognised union namely All India Union Bank Employees Association (AIUBEA) on 27-3-95. The MOU inter alia states :

- (i) The posts of Special Assistants will be augmented in semi-urban branches on the basis of average business of Rs. 7.5 crores and above for the previous two years.
- (ii) The posts of Special Assistants will also be augmented in urban branches on the basis of average business of Rs. 15 crores and above for previous two years.
- (iii) The posts of Special Assistants will also be augmented in metropolitan branches on the basis of average business of Rs. 30 crores and above for previous two years.
- (iv) As an adhoc measure, the posts of Special Assistants will be created in metro branches as per Annexure of the MOU w.e.f. 1-4-1995.
- (v) The posts of Special Assistants as above will be created w.e.f. 1-4-1995 and thereafter from 1st April, every year and the process will be completed within six months thereof and till such time the seniormost eligible employee of the branch will be paid special allowance on temporary basis.

That the next to the majority union of the workman in Union Bank was not satisfied with the business criteria as decided in the MOU dated 27-3-95 and therefore along with some other demands, the Federation raised the following demand for creation of Special Assistants posts.

"Create as many new posts of Special Assistants as may be necessary to ensure one post for every block of 10 clerks with a minimum of one post at a branch having 3 to 9 clerks without reducing the number of existing posts at a branch/office". The management rejected the said demand of the federation in respect of the criterion for creation of the post of Special Assistants by stating that already matter was decided in the MOU dated 27-3-95. That in terms of the said MOU dated 27-3-95, though the post of Special Assistants was created at Nowgong, Nalbari and Tinsukia Branches but the effective date for such creation was not

given as per the said MOU. The effective date for such creation should have been given as follows :

at Nowgong Branch	:	w.e.f. 1-4-1997
at Nalbari Branch	:	w.e.f. 1-4-1997
at Tinsukia Branch	:	w.e.f. 1-4-1997

That, in terms of the said MOU, post of one Special Assistant should be created in each of the following branches with effect from the date shown against them.

Name of the Branch	w.e.f.	Average business for preceding two years as at
Guwahati Main (Urban)	1-4-1997	Rs. 18.22 crores as on 31-3-1997
Chandmari (urban)	1-4-1997	Rs. 18.65 crores as on 31-3-1997
Bongaigaon (Semi urban)	1-4-1999	Rs. 8.32 crores as on 31-3-1999
Dhubri (Semi-urban)	1-4-2000	Rs. 10.95 crores as on 31-3-2000
Karimganj (Semi-urban)	1-4-2000	Rs. 7.95 crores as on 31-3-2000
Maidamgaon (Urban)	1-4-2000	Rs. 20.55 crores as on 31-3-2000

That, creation of the post of Special Assistant with its effective date is a matter of benefit for the clerical staff. The clerical staffs of the Bank working in the State of Assam will be deprived of their legitimate benefit if the said MOU dated 27-3-1995 is not implemented in the State of Assam.

Management did not implement the settlement arrived at and rejected demand of the workman. The management should have also implement the understanding arrived at in case of Branch of Assam too but management did not satisfy the demands of the workman ultimately the conciliation ended in failure and failure of conciliation report was sent to Govt. of India on 28-2-2000 and hence this reference. The management resisted and denied the demand of workmen by filing written statement and some of the groups, contended in the written statement are that the demand of the workmen is not within the ambit of industrial dispute as such the tribunal cannot adjudicate it, that there was no settlement as claim by workmen on 27-3-95. Further clarified that the circulated policy on higher assignment in the clerical cadre, staff circular No. 3913 dated 23-10-92 is settlement under section 2(P) of the I.D. Act, 1947 and registered under section 18(1) of the said act which deals with the post of Special Assistant. Accordingly, understanding made on 27-3-95 is not a settlement under section 2(P) and registered under section 18(1) of the I.D. Act and as such it is not obligatory on the part of the management to create the post of Special Assistant at any centre and from the date the branch qualified for the said post. Management has to decide creation of post as per its requirement and exigencies. Accordingly no such valid industrial dispute is occurred. The management also filed an additional written statement by which management

claims that this industrial dispute is not maintainable and liable to be rejected. That the management have not violated any settlement and the claim of the workmen is wrong and misinterpreted. That the settlement dated 27-3-95 is not a settlement registered under section 18(1) of the I.D. Act as such it is not effective under law. In fact there is no dispute contemplated under section 10(1)(d) of the I.D. Act and prayed to close the proceeding without providing any award to the workmen.

In support of their respective claim the workmen examined Shri J. Chakraborty who is cross-examined by Mr. R. Pandey for management. The management also examined Mr. R. Pandey who is also cross-examined by Shri J. Chakraborty for the workmen. Perused the documents Ext. 1 memorandum of understanding dated 27-3-95, Ext. 2 charter of demand submitted by All India Bank Employees Federation vide their letter dated 17-5-95, Ext. 3 minutes of the meeting held on 30-1-96, Ext. 4 minutes of the meeting held between the representatives of the management and the representatives of the All India Union Bank Employees Association on 17th June, 2000 also Ext. 6 and 7. On careful scrutiny of the evidence and documents in the record I find admittedly there is provision for assignment of Special Assistant from the clerical cadre of the U.B.I. Admittedly the post carry some higher salary including benefit of D.A. and P.F., Gratuity etc. These sorts of post of Special Assistant wherever require is to be posted from 1st April every year. It is clear from the evidence that there were understanding for upliftment of Special Assistant fulfilment of conditions. From the evidence and documents it is found that the workmen side has fulfilled the conditions for upliftment of Special Assistant. But from the evidence and documents what I find that the management were went back from their own commitment. The management ought to have been uplifted the Special Assistant from the clerical cadre as per terms of settlement dated 27-3-95. All in all, what I find the workmen side has fulfilled the conditions for upliftment of Special Assistant from their clerical cadre. The management is going back from their MOU dated 27-3-95 etc.

What I find the management is not creating the Special Assistant though the workmen are entitled. Hence management is not justified for not creating the Special Assistant post as per demand and understanding with the workmen. In my opinion the workmen is entitled to have Special Assistant as claim and wherever they entitled. Accordingly the issue is decided in favour of the workmen.

In the result I give this award on this 30th April, 2002 under my hand and seal.

H.A. HAZARIKA, Presiding Officer,

नई दिल्ली, 22 मई, 2002

का. आ. 1906.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय चंडीगढ़ के पंचाट (संदर्भ संख्या 126/92 को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-02 को प्राप्त हुआ था।

[सं. एल-12012/153/92-आई. आर. (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 22nd May, 2002

S.O. 1906.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 126/92) of the Central Government Industrial Tribunal-L-C, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 21-5-2002.

[No. L-12012/153/92-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S.M. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH.

CASE NO. I.D. 126/92

SH. Om Parkash S/o Sh. Raj Paul
C/o Vinod Kumar Raj Paul Saini,
Sardar Nagar,
Moga, Distt. Faridkot (Pb.).Applicant

Versus

Zonal Manager,
North Western Zone,
Bank of India
S.C.O. 181-182, Sector 17-C,
Chandigarh-160017.Respondent.

REPRESENTATIVES:

For the Workman : None.
For the Management : Sh. Ranjan Lohan.

AWARD

Dated, the 8th May, 2002

The Central Govt. Ministry of Labour, notification No. L-12012/153/92/IR (B-II) dt. 18th September, 1992 has referred the following dispute to this Tribunal for adjudication:

“Whether the action of the management of Bank of India, Chandigarh in terminating the services of Sh. Om Parkash S/o Sh. Raj Paul, w.e.f. 26-6-91 is legal and justified? If not, to what relief the concerned workman is entitled?”

2. None appeared on behalf of the workman. It appears that the workman is not interested to pursue with the present reference. The same is returned and dismissed in default. Central Govt. be informed.

Chandigarh.

Dated : 8th May, 2002.

S.M. GOEL, Presiding Officer.

नई दिल्ली, 21 मई, 2002

का. आ. 1907.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टिस्को के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में

निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 44/1993 को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-20013/357/91-आई. आर. (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 21st May, 2002

S.O. 1907.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44 of / 1993) of the Central Government Industrial Tribunal/ Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of West Bokaro Colliery M/s. TISCO and their workman, which was received by the Central Government on 21-5-2002.

[No. L-20013/357/91-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. I AT DHANBAD

In the matter of a reference under sec. 10(1)(d)(2A) of
the Industrial Disputes Act, 1947

Reference No. 44 of 1993

Parties : Employers in relation to the management of
West Bokaro Colliery of M/s. TISCO

AND

Their Workman

Present : Shri S. H. Kazmi,
Presiding Officer.

Appearances :

For the Employers : Shri D. K. Verma,
Advocate.

For the Workman : Shri D. Mukherjee,
Advocate &
Shri K. Chakravarty,
Advocate.

State : Jharkhand.

Industry : Coal.

Dated 29th April, 2002

AWARD

By order No. L-20012/357/91-I.R. (Coal-I) dated, the 5th January, 1993, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the dismissal of Md. Latif Ansari, an Ex-Motor Vehicle Driver with effect from 29-4-1991 and the forfeiture of his 50% of wages by the management of West Bokaro Collieries of M/s. TISCO Ltd. is justified? If not, to what relief is the workman entitled?”

2. As per the case of the concerned workman who happened to be a permanent employee of West Bokaro

Colliery of M/s. TISCO. He was a driver and in course of his service he was designated to be as a Senior Driver with unblemished record of service. On 2-4-1991, it is said, the concerned workman was deputed as Ambulance Driver at the Central Hospital of the Company and on that date his duty was from 11-00 P.M. to 7-00 A.M. on 3-4-91. Further it has been said that on 5-4-91 the concerned workman received the chargesheet to the effect that while on duty at about 2-00 A.M. on 3-4-91 he entered into Paediatric Ward of the hospital and tried to molest one Smt. Kamla Devi while she was asleep on one of the beds as attendant to her son admitted in the said Ward. It was further alleged therein that while attempting to molest her the concerned workman touched the lower portion of her body upon which she woke up and raised alarm. Thereafter the concerned workman took to his heels. As per the chargesheet the said act amounts to serious act of disorderly behaviour and so thereafter the concerned workman was suspended pending enquiry. The concerned workman thereafter furnished reply denying the said charge and submitted that at about 1-00 A.M. he went to drop Dr. T. Bhattacharjee and returned to the hospital after about 15 minutes. He was on his Ambulance on which the Security Guard on duty was also taking rest. It was further replied by the concerned workman that one B. K. Singh of Casualty Section was with him to whom he had instructed to awake him at 3-00 A.M. so that he might take "SEHARI" as he happens to be a Muslim observing "ROZA". In short, it is said, that the concerned workman tried to establish his innocence by taking the plea of alibi in respect of alleged time of occurrence. His reply, however, was not accepted and a domestic enquiry was ordered. During the enquiry proceeding the management's witnesses were examined and the concerned workman also gave his own statement as well as produced B.K. Singh of the Casualty Section as defence witness. It is said that upon completion of enquiry report was submitted against the concerned workman on the basis of which he was dismissed from his service. Further the case is that the complaint petition of the concerned lady marked Ext. I during enquiry does not indicate that she identified the concerned workman, rather according to her, she had seen somebody running away from behind. She further claimed to have seen one person talking to a woman and it is said that as she heard that the person making enquiry about the incident she got an impression that in fact, he was the person who was the culprit. Further, it has been said that during domestic enquiry all concerned were examined but their evidence do not indicate any positive identification and only circumstantial evidence of very weak type has been tried to be placed on the basis of which the concerned workman cannot be held to be guilty. It is further said that in the complaint petition and in evidence of Smt. Kamla Devi the time of alleged occurrence has been given as 1-00 A.M. but as per the charge-sheet the occurrence took place at 2-00 P.M. on 3-4-91 and this shifting of the time of occurrence has been done by the management in order to make other witnesses competent as it was the definite case of the concerned workman that at 1-00 A.M. he had gone to drop Dr. T. Bhattacharjee at his residence and returned only after about 15 minutes. The manner of holding the enquiry proceeding has also been challenged by saying that it was done in an irregular fashion and further a lot of questions were unreasonably put to the witnesses by way of clarification by the Enquiry Officer. Lastly it is said that the action of the management in dismissing the concerned workman was highly unjustified and improper.

3. The management, on the other hand, while controveering several statements made in the written statement filed on behalf of the concerned workman, has come out with the case as disclosed in its written statement that it is incorrect to suggest that Smt. Kamla Devi was not able to identify the concerned workman. It is said that in her statement before the departmental enquiry the concerned lady stated that he could identify the concerned workman from behind after observing his physique, hairs and colour of the shirt and pant put on by him at the relevant time. Further it has been said that from the circumstantial evidence and the contradictory statement given by the concerned workman the Enquiry officer came to the conclusion that the concerned workman committed misconduct alleged against him. It has also been said that it is not necessary that one can identify a person only on seeing the face. It has been denied that a story was built up to implicate the workman subsequently and the concerned workman in fact did not commit the mis-conduct. Further the case is that the enquiry report is based on material on record and the correct position will appear in the evidence of the persons deposited in the departmental enquiry. It has also been denied that the evidence of the witnesses did not indicate positive identification of the concerned workman. As regards the time of occurrence it has been said that the concerned lady gave the time of occurrence not seeing the actual time but on her own presumption and it is very much clear from the materials that occurrence took place between 1-00 A.M. to 2-00 P.M. and so it is incorrect to suggest that the time was purposely changed. It is further said that the domestic enquiry was just and fair and the order of dismissal passed on the basis of enquiry report is also just and proper and as such the concerned workman is not entitled to relief as prayed for.

4. Before proceeding further, it is significant to be mentioned at the outset that during the pendency of the present proceeding the domestic enquiry has already been held as fair and proper and further it is significant to point out that the concerned workman is not dead and he as now been substituted by his wife who thereafter has contested this case although.

5. As the fairness of the enquiry is no more under challenge the question now left to be considered is whether the findings arrived at by the Enquiry Officer on the basis of which order of dismissal was passed can be said to be unjustified and perverse or not or the conclusion drawn warrants any interference or not keeping in view the materials collected in course of enquiry proceedings.

6. It has been vehemently urged on behalf of the concerned workman that the report submitted by the Enquiry officer is simply based on surmises and conjectures and the findings are quite perverse even on the face of it. It has been urged that taking into account the entire materials collected during the enquiry the identification of the concerned workman as the person who allegedly tried to molest the concerned lady does not stand established. According to the submission the concerned lady either in her complaint petition or in her evidence never claimed to have identified the person who allegedly committed mischief with her and it is only during her cross-examination much belatedly upon question being asked she stated that she could identify the concerned workman by seeing the physique, hair and colour of the shirt as on the date of said incident also the person whom she had seen from behind was wearing pink shirt. The further submission is that one

sister who has been examined by the management has clearly stated that upon question being asked the concerned lady told her that the intruder had put on a khaki dress and so in order to falsely implicate the concerned workman for the reason best known to them, the authorities of the management prevailed upon the concerned lady and compelled her to make the statement in the aforesaid manner as the concerned workman had already stated earlier in his evidence that on the date of alleged incident he was wearing a pink shirt and white pant which he was putting on subsequent two days also. It has also been contended that there is no discrepancy or major contradiction in the statement of the concerned workman and he sufficiently proved his innocence. Further the contention is that the management has deliberately tried to shift the time of occurrence only to suit their case as the time of incident mentioned in the charge-sheet is 2-00 A.M. whereas the complainant herself repeatedly gave out the time of incident as 1-00 A.M. and as per the statement of the management's witness also time cannot be taken as 2-00 P.M. On account of the perversity on the face of it, as per the submission the enquiry report is fit to be discarded and consequently the management's action can only be held to illegal and unjustified.

From the side of the management, on the other hand, it has been vehemently contended that despite the fact that initially the concerned lady could not identify the concerned workman but soon after the incident she identified him while he was talking with a woman and then again at night on the same day while the concerned workman was present in the library room alongwith few others and she also disclosed the basis of identification by saying that she identified the concerned workman by seeing his physique, hair and colour of the shirt which he was wearing on the date of occurrence. As such the submission is that the identification of the concerned workman by no stretch of imagination can be said to have been not sufficiently established particularly taking into account the statements of the management's witnesses as also the conflicting defence version given by the concerned workman. It has also been contended that considering the heinous nature of misdeed or mis-conduct on the part of the concerned workman the punishment of dismissal is awarded was the appropriate punishment.

7. Considering the rival contentions, as noticed above, the main controversy quite obviously appears to be the identification of the real culprit. So it has got to be seen as to how far the identification of the concerned workman as the person who allegedly tried to molest the concerned lady on the alleged date of incident, can be said to have been sufficiently established taking into account the materials collected in course of the enquiry proceeding.

8. Quite evidently the case is based on circumstantial evidence and there is nothing direct in the sense that the concerned lady neither named anyone nor claimed to have identified anyone by face who allegedly tried to molest her. In her complaint petition, marked Ext. I during the enquiry she has said that she woke up when someone touched the lower portion of her body and then she saw a person running away through the gate from behind. Neither she described even external appearance or feature, such as, physique complexion, dress and its colour etc. nor she claimed that she can identify that person. According to her, none was present in the Ward at that time but after sometimes two sisters (nurses) and also the Security Guard

came there before whom she narrated the incident but none believed her and the sisters told her that as she was asleep she might have a bad dream as such incident never happened in the hospital and the Security Guard uttered that "CHHU DIYA TO KYA HUA". Thereafter further according to her, the next morning she saw the same person talking with a lady and asking as to whether anyone had entered in the Paediatric Ward at night and thereafter the said person went away on his scooter. She did not mention in the complaint petition as to on what basis she could identify the person when she had seen a person fleeing away only from behind. She further did not mention whether she tried to ascertain the name or the identity of that person or not who was seen talking with a lady. In her subsequent statement she had stated that the said person was carrying a flask also. It is no more in dispute since the concerned workman himself has stated in his statement that it was he who was talking with a lady on that date. According to him, after finishing his duty and after having "Sehari" at 3-00 A.M. he was returning back to his house and was carrying a flask also in which he had brought milk for "Sahari". At that time, according to him, he met with a lady who he knew from before and enquired from her as to whether anyone had entered in the paediatric Ward last night as by then he had already come to know about the said incident.

In her evidence during the enquiry proceeding the concerned lady gave out the same version and further stated that on 3-4-91 at 11-30 P.M. while she was going along with a sister she again saw that person sitting in library room along with few others and then she told the sister that he was the same person. Further, according to her, she has stated before one Dr. G. Gupta (management's representative in the enquiry proceeding) also who was present in Nurses' duty room that she had recognised the person who had touched her lower part of the body. The sister who was present along with the concerned lady, upon that noticed that the said person whom the concerned lady recognised was the concerned workman. During the enquiry she was cross-examined by the concerned workman and was being asked as to how she could identify the person to be the same person who had touched her. In reply to that question she said that since she had seen the person who had come to her on 2-4-91 at about 1-00 A.M. from behind, her memory was refreshed when she saw that person in the morning also. Despite the fact that she was the management's witness who had already made her statement earlier, curiously she was being cross-examined by the management's representative also during the enquiry. Dr. G. Gupta management's representative enquired from her as to on what basis she could able to recognise that person and then upon that for the first time she replied that she recognised from the hair, from the physique, from the colour of cloth as he was wearing a cloth of pink colour. Again it is not in dispute as the workman himself has stated in his statement during the enquiry that on the date of incident he was wearing pink shirt and white trouser.

Precisely, the aforesaid aspects, namely, seeing or recognising the concerned workman the next morning while he was talking with a lady, recognising him again at the night on 3-4-91 when he was present in library room and then the statement given by the lady in her cross-examination as regards the basis on which she could identify the concerned workman, quite apparently have weighed a lot before the Enquiry Officer while coming to the final conclusion. But he failed to notice the other glaring

aspects involved more particularly some of the statements made by the management's witnesses, sister Queeny Bose who admittedly was the first person to come to the concerned lady after having heard her screaming. According to her statement when she went to the lady she told her that she had seen the person from behind who had touched her and when she further enquired further from her then she replied that the said person was in Khaki clothe. The said witness being a hospital staff on duty and also being a competent witness for the purpose of the present case having no grudge or animosity either with the lady or with the concerned workman, there does not seem to be any reason to disbelieve her. It became clear from her statement that all that the concerned lady could tell her about the identity or appearance of the said person was to the effect that he was putting on Khaki clothe. Though in the written statement it is not mentioned but in the written argument filed on behalf of the management it has been mentioned that in the Paediatric Ward the Security Guard and Wardboy wear Khaki dress. It is further mentioned that for Ambulance Driver no dress has been prescribed but they generally wear white pant and pink colour shirt. So, if whatever the concerned lady stated before the aforesaid witness is to be believed then the said person or the culprit could have been either Security Guard or Wardboy or for that matter anyone else wearing Khaki cloth and certainly not the concerned workman. Surprisingly in his entire report, the Enquiry Officer has not even referred this material aspect much less making any discussion over it.

9. Now the question arises as to why the concerned lady made such statement about the basis of identification and about wearing of pink shirt by the said person much belatedly and that too only during her cross-examination in the enquiry proceeding when earlier at no point of time she made the statement of that nature and consistently stated this much that she had seen the said person from behind. In his context further it is to be noticed that as per management's other witnesses they all tried to persuade her to come for identification but she did not agree for that. Might be due to the reason that she could not have identified anyone as she had seen the person only from behind. I would further like to revert to the statement made by the concerned lady earlier in her complaint petition which goes like this : "DEKHI KI KOI AADMI GATE SE BAHAR BHAG RAHA HAI". Meaning thereby either she saw the said person while he was on gate of the Ward or was fleeing away through the said gate. This statement was made by her on 3-4-91 and thereafter during the enquiry proceeding when her statement was recorded on 19-4-91 in the aforesaid regard she stated that she had seen that someone was running towards the door. Obviously as she had already made statement no any question was put to her in the aforesaid regard during her cross-examination, but as the Enquiry Officer had been putting a lot of questions to the witnesses in the name of seeking clarification, he enquired from the lady as to what would have been the distance from which she had seen the person from behind. Upon that she replied that the distance was about 1.5 metre (1-1/2 metre). The management has tried to take advantage of this statement also despite the statement made by her earlier of the aforesaid nature.

Further it is relevant to note that the concerned lady in her statement, as mentioned above, stated that after recognising the said person in library room she had stated about that before Dr. G. Gupta also. The said Dr. G. Gupta

being the management's representative was put a question during his cross-examination by the concerned workman as to how did the lady recognised the concerned workman at 11-30 P.M. on 3-4-91 while he was sitting in the library room. Upon that he replied that since the concerned lady had seen the person from behind and she saw the same appearance sitting in the library room she could be able to recognise him. So here he did not mention about the physique, colour, dress etc. This statement of the management's representative was recorded on 15-4-91. Thereafter the concerned lady was examined on 19-4-91 and she gave her detailed statement as noticed above. In her statement she did not mention about the basis of identification or about the colour of the shirt etc. As the said material aspect was going untouched so curiously despite she being a management's witness she was cross-examined by Dr. Gupta, management's representative and he enquired from her as to on what basis she identified the said person and then upon that she replied by saying physique, hair and colour of cloth as he was wearing a cloth of pink colour. It is reiterated that such statement was made by her for the first time and never before.

Out of the aforesaid circumstances and also the conduct of the concerned lady as highlighted above certainly a great amount of suspicion is raised as far as authenticity of the management's case is concerned and so it is not safe to come to a conclusive finding as against the concerned workman or to hold that it was none but the concerned workman who tried to molest the concerned lady.

It is apparent that either it can be taken to be a case of mistaken identification or can be a case where for ulterior motive someone prevailed upon the concerned lady to point accusing finger at the concerned workman and to make statement about wearing of pink shirt or about physique, hairs etc. as this is also required to be kept in mind that the submission on behalf of the concerned workman is also with respect to his false implication at the instance of those who might be having some score to settle with him.

10. Much scrutiny seems to have been made by the Enquiry Officer of the statements of the witnesses to ascertain the actual time of incident and about the presence of the concerned workman at that time and further to find out contradiction in the statement of the concerned workman.

Now I proceed to discuss this aspect as well. Notably, the concerned lady both in her complaint petition as well as in her evidence during the enquiry gave the time of incident as 1-00 A.M. However, in the chargesheet served upon the concerned workman the time of the incident was mentioned as 2-00 A.M. and thereafter interestingly in the concluding portion of the finding in the enquiry report the time has been mentioned as "at about 1-40 A.M." The submission made in this regard on behalf of the concerned workman is that this shifting of time has been made to suit the case of the management and to make its witness competent as it stands undenied that at 1-00 A.M. the concerned workman had gone to drop Dr. Bhattacherjee at his residence. It appears that as the concerned workman stated that at about 2-00 A.M. B.K. Singh, Wardboy-cum-Dresser came to call him while he was in Ambulance and told him to come inside the Casualty Ward as he was alone there and further, as the said, B.K. Singh in his statement has said that at 1-45 A.M. he went to call the concerned workman and then at 2-00 A.M. he was with him at the

Casualty Ward and earlier to that the concerned workman was in his Ambulance. The Enquiry Officer while ignoring the statement of the concerned lady and few other management's witnesses came to the finding that the incident, in fact, took place at about 1-40 A.M. In the name of clarification, as it has been mentioned earlier also, a lot of questions have been asked by the Enquiry Officer from the witnesses. One such question was asked from the lady as to how she knew that it was 1-00 A.M. when the incident took place upon which she replied that it was speculation and so on that basis it was observed by the Enquiry Officer in his report that the time mentioned by the concerned lady cannot be taken to be exact or definite. Curiously, such question was not being asked by the Enquiry Officer from any of the defence witness, though such question could have been asked from them as well. Whatever time that was mentioned by the defence witness was taken to be the exact and absolute by the Enquiry Officer. Quite obviously double standard was adopted in this regard.

In this context further it is indicated that sister Solumi Bilung, the Ward Sister (nurse) on duty has stated during the enquiry that at about 1-15 A.M. she had gone to bathroom and from there while she was returning Sister Queeny Bose met and informed her about the incident and then they both went to the Ward and she made enquiry from the concerned lady about the incident. According to her, sister Queeny Bose then went to the Casualty Section where B.K. Singh and the concerned workman were present and from them she enquired about the Security Guard upon which the concerned workman replied that the Security Guard was inside the Ambulance. Thereafter sister Queeny came and informed her about the Security Guard and they alongwith another sister went out to call the Security Guard who was seen coming out of Ambulance.

Besides the aforesaid statement of Ward Sister, sister Queeny Bose in her statement has said that at about 1-30 A.M. she went to the Casualty Section and while she was returning from there after about 5 minutes she heard screaming coming from Paediatric Ward. According to her, she went there and found the concerned lady sitting on her bed who narrated the incident before her. Further according to her, at about 1-45 A.M. she had gone to the Casualty Section, for the second time where B.K. Singh and the concerned workmen were present and upon being asked the concerned workman replied that the Security Guard is in Ambulance. During her cross-examination upon question being asked she has replied that at 1-35 A.M. the concerned lady had told her that just now an outsider had touched her. Thereafter another specific question was put to her as to whether she had noticed as to who were present in the Casualty when she visited Casualty for the first time. She replied that B.K. Singh, concerned workman and two attendants were there. In reply to one another question she has said that she had informed sister Solumi about the Incident at about 1-35- 1-40 A.M.

If the aforesaid statement of those two sisters are to be taken into account and believed then it is clear that the alleged incident took place between 1.30 to 1.40 A.M. if not at 1.00 A.M. as stated by the concerned lady and at the time of the incident the concerned workman was present at Casualty laying on a bench alongwith B.K. Singh as according to sister Queeny during her visit to Casualty at 1.30 A.M. also she had seen the concerned workman present there and about 5 minutes thereafter she heard screaming and went to Paediatric Ward and from there about

1.45 A.M. when she visited Casualty again she found the concerned workman and B.K. Singh present. She asked about Security Guard upon which the concerned workman said that he is in the Ambulance and then she went back and informed sister Solumi who thereafter went to the Ambulance and found the Security Guard present there.

Despite the above position that emerges out of the statements of the two competent witnesses of the management during the enquiry, the Enquiry Officer considered it appropriate to believe only the timings mentioned in the statement of the concerned workman and said B.K. Singh and further after citing certain contradictions came to the finding that the incident, in fact took place at about 1.40 A.M. as soon before that the concerned workman was present in the Ambulance. No doubt, there are certain variations in the statements given by the concerned workman and B.K. Singh with respect to the timing mentioned which might be due to their speculations as in the case of the concerned lady from whom the question in that regard was considered necessary to be asked by the Enquiry Officer and to which she replied that it was her speculation.

Despite such variation or any inconsistency whatsoever with respect to the time mentioned it can well be observed that at least from the statements of those witnesses a very clear and un-disputed position that has emerged is that at about 1.00 A.M. the workman went to drop Dr. Bhattacherjee at his residence and when he came back then B.K. Singh went to him and requested him to come to Casualty for giving company to him as he was on duty there alone. The concerned workman went there but asked B.K. Singh to wake him up at 3.00 A.M. as he was to have "SEHARI" for observing "ROZA" next day. Thereafter in Casualty Ward one sister came and enquired about the Security Guard upon which the concerned workman said that the Security Guard is in Ambulance. B.K. Singh has not stated anywhere that during the period when he was with him, the concerned workman had gone somewhere also for a brief period nor anyone has stated that he or she had seen the concerned workman in or around Paediatric Ward or at any place inside the hospital other than the Casualty Ward. During the enquiry the management's representative during the cross-examination of the concerned workman asked a direct question as to where he was at the time of incident, upon which the concerned workman replied that at that time he was laying inside Casualty Ward on a bench.

Therefore, coming to the conclusion as regards the present of the concerned workman in the paediatric Ward at the time of incident by ignoring or overlooking the statements of the aforesaid two material witnesses produced from the side of the management, coupled with certain other circumstances noticed above, was indeed an improper and unjustifiable exercise on the part of the Enquiry Officer.

11. As it was a charge of serious natures and further since initial version of the incident given by the concerned lady was of such a nature that the sisters on duty and also the Security Guard were not at all prepared to believe the same, besides the fact that she had not named anyone and had claimed to have seen only the back of the culprit, it was all the more necessary for the Enquiry Officer to evaluate and assess the entire situation emerging out of the statements of all the witnesses whether produced from the side of the defence or the management, very carefully and cautiously and only then to come to a conclusive

finding fixing liability upon anyone because any finding against anyone was going to finish his career and tarnish his prestige, honour and dignity for all times to come. Since utmost care and caution, as required, was quite apparently not observed by the Enquiry Officer, his finding can only be termed as ill-conceived, improper, perverse and not-worthy of placing reliance. Consequently the order of dismissal based upon such findings cannot be upheld.

12. It has been strenuously contended on behalf of the concerned workman that it stands un-disputed that the alleged incident took place during the month of "RAMJAN" and it has been categorically stated by the concerned workman which finds full corroboration from the statement of B.K. Singh also that he agreed to accompany B.K. Singh to Casualty Ward only upon the condition that he would wake him up at 3.00 A.M. for "SEHARI" as he was to observe "ROZA" next day. Further as per the statement of the concerned workman he had brought something to eat and had brought milk also kept in a flask. He had the "SEHARI" and after his duty he went back to his house. It has been urged that in the holy month of "Ramzan" a Muslim particularly that person who observes "Roza" tries to keep utmost restraint upon himself and to keep himself away from evil deeds, evil thought or all that is not permissible according to tenants of Islam and so it is quite unbelievable and too much to conceive by any stretch of imagination that the concerned workman being a "Rozadar" who was to observe "Roza" the next day also and was to have "SEHARI" at 3-00 A.M. would have gone to the extent of doing the nefarious act as alleged or would have attempted to molest a lady at about 1-00 A.M., 1.40 A.M. or 2.00 A.M., whatsoever may be the time.

Such submissions being made appear to be attractive, but in view of the findings already arrived at above based on materials on record, there is no need to consider or dwell on broad probabilities as well as for coming to a conclusion.

13. In view of all the aforesaid consideration, observations and discussions made above, finally it is concluded that the dismissal of the concerned workman from his service by the management and also forfeiture of his 50% of wages by the management cannot be held to be justified. No order of reinstatement need be passed as the concerned workman is already dead. But, however, his widow who has been substituted in his place and who has been contesting this case although would be entitled to receive all the benefits which accrue upon setting aside of the order of dismissal passed against the concerned workman.

14. Award is thus rendered as hereunder :

The dismissal of the concerned workman, Md. Latif Ansari, Ex-Motor Vehicle Driver with effect from 29-4-1991 and the forfeiture of his 50% of wages by the management of West Bokaro Collieries of M/s. TISCO Ltd. were not justified. As the concerned workman is no more alive no order of his reinstatement can be passed. But, however, his widow who has been substituted in his place would be entitled to all consequential relief, whether in terms of money or in any other manner as admissible pursuant to the setting aside of the order of dismissal as also the order of forfeiture of 50% wages of the concerned workman. The management is directed to make available all the consequential reliefs in terms of this award to the wife

of the deceased within thirty days from the date of publication of the award.

In the circumstances of the case, there would be no order as to cost.

S.H. KAZMI, Presiding Officer.

नई दिल्ली, 22 मई, 2002

का.आ. 1908.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एवरलाइन्स के प्रबंधनतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2, मुम्भई) के पंचाट (संदर्भ संख्या 113/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-11012/134/2000-आई.आर. (सी-1)]

एस. एस. गुप्ता, अधर सचिव

New Delhi, the 22nd May, 2002

S.O. 1908.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113 of 2000) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Airlines and their workman, which was received by the Central Government on 17-5-2002.

[No. L-11012/134/2000-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. SAUNDANKAR
Presiding Officer

REFERENCE NO. CGIT-2/113 OF 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT
OF

M/S. INDIAN AIRLINES LIMITED

The Regional Director,
Indian Airlines,
Western Region,
Mumbai-400 099.

AND

Their Workmen

The Chairman,
Air Corporation Employees Union,
C/o Indian Airlines,
New Engg. Complex, Sahar,
Mumbai, 400 099.

APPEARANCES :

FOR THE EMPLOYER : Mrs. Pooja Kulkarni
Advocate

FOR THE WORKMEN : No Appearance.

Mumbai, the 23rd April, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L-11012/134/2000(C-1), dtd. 27-11-2000, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication.

“Whether the action of the management of M/s. Indian Airlines Ltd. in dismissing Shri V. L. Satam from the services of Airlines is justified and proper? If not to what relief is the workman entitled?”

2. In response to the notice both the parties appeared, Chairman, Air Corporation Employees Union Mr. A. K. Menon filed Statement of Claim (Exhibit-5), in connection with the dismissed workman Mr. V.L. Satam. Management, Indian Airlines resisted the said claim by written Statement (Exhibit-6) and later on workman filed Rejoinder (Exhibit-8). Consequently on the basis of the pleadings issues were framed at Exhibit-9 on 10-8-2001. Record shows that on giving opportunity to both the parties to file list of witnesses, none availed the same and consequently the matter was fixed for filing affidavit in lieu of Examination-in-Chief of workman/union on 31-12-01 and 28-1-2002. However till today no affidavit has been filed by the workman nor the union representative, including the Chairman Mr. A. K. Menon who presented the Statement of Claim. This shows that union nor the workman interested in prosecuting the cause. Consequently matter will have to be disposed of for non-prosecution and hence the order:—

ORDER

Reference stands disposed of for non-prosecution.
S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 22 मई, 2002

का.आ. 1909.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी.एम.पी.डी.आई.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1, धनबाद) के पंचाट (संदर्भ संख्या 256/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-20012/121/90-आई.आर. (सी-1)]

एस. एस. गुप्ता, अधर सचिव

New Delhi, the 22nd May, 2002

S.O. 1909.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 256/1990) of the Central Government Industrial Tribunal/ Labour Court No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of CMPDIL and their workman, which was received by the Central Government on 21-5-2002.

[No. L-20012/121/90-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under Sec. 10(1)(d)(2A) of Industrial Disputes Act, 1947

REFERENCE NO. 256 of 1990

PARTIES:

Employers in relation to the management of C.M.P.D.I. Ltd.

AND

Their Workmen

PRESENT:

Shri S. H. Kazmi,
Presiding Officer

APPEARANCES:

FOR THE EMPLOYER	:	Shri B. K. Sinha, Personnel Officer, CMPDI Ltd. Ranchi.
FOR THE WORKMEN	:	Shri Sachidanand Sharma, Concerned workman.
STATE : Jharkhand.	INDUSTRY :	Mine planning

Dated, the 7th May, 2002

AWARD

By Order No. L-20012/121/90-I.R. (Coal-I) dated the 17th October, 1990 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :—

“Whether the demand of the Union/Workman Sri Sachidanand Sharma should be regularised in Cat. V as Carpenter w.c.f. 1-11-85 is justified? If so, what relief the workman is entitled?”

2. The concerned workman, Sachidanand Sharma is present and like earlier today also he filed a petition wherein statement has been made that he does not want to contest the present case and as such the same may be allowed to be withdrawn or ‘no dispute’ award be passed. It appears that this reference has been sponsored at the instance of the sponsoring union and it is the sponsoring union which has espoused the cause of the concerned workman. But as it appears from the record right from 11-10-2001 none is appearing on behalf of the union and no any step whatsoever has been taken. Only time and again petitions have been filed from the side of the concerned workman who every time himself appeared physically and prayed for withdrawal of the present case saying that he does not want to pursue the same any further. Anyway, considering the submission made by none other than the workman himself and also in view of the fact that the sponsoring union has left this case since long and is not taking any step whatsoever, it is needless to keep this case pending for any longer.

3. In such circumstances, I render a ‘No Dispute’ award in the present reference case.

S. H. KAZMI, Presiding Officer.

नई दिल्ली, 22 मई, 2002

का.आ. 1910.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत पेट्रोलियम कार्पोरेशन सि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2, मुम्बई) के पंचायत (संदर्भ संख्या 51/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-30012/6/96-आई.आर. (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 22nd May, 2002

S.O. 1910.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 51/1999) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bharat Petroleum Corp. Ltd. and their workman, which was received by the Central Government on 21-5-2002.

[No. L-30012/6/96-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

S. N. SAUNDANKAR, Presiding Officer

REFERENCE NO. CGIT-2/51 OF 1999

Employees in Relation to the Management
to Bharat Petroleum Corp. Ltd.

General Manager (I.R.)
Bharat Petroleum Corp. Ltd.,
Bharat Bhawan,
Ballard Estate,
Mumbai-400 038.

AND

Their Workmen

General Secretary,
Bharat Petroleum Karamachari Union,
C/o Anil Surve,
Irani Chawal, 24/A/R. No. 76.
Dattatraya lad Marg,
Kalachowky,
Mumbai-400 033.

APPEARANCES :

For the Employer : Mr. R. S. Pai
Advocate

For the Workmen : Ms. K. N. Samant,
Advocate

Mumbai, the 26th February, 2002

AWARD

The Government of India, Ministry of Labour, by its Order No. L 30012/6/96-IR(C-1), dtd. 22/2/99, in exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act have referred the following dispute to this Tribunal for adjudication.

"क्षा बी.पी.सी.एल. मुम्बई के प्रबंधतंत्र द्वारा कर्मकार श्री डी. जे. मिस्ट्री, जो कि पिछले 12 वर्ष से उक्त प्रबंधतंत्र में आधारिक आधार पर कार्यरत थे तथा जिन्हे बाद में ओ. प्राधिकरण के निर्देश पर नियमित कर दिया गया था, की प्रोबेशन काल में पदच्युत किया जाना विधिवत एवं न्यायोचित है? यदि नहीं तो वे किस राहत के पात्र हैं?"

2. Shri D. J. Mistri was engaged as casual labour by Corporation in 1982. Union vide Statement of claim (Exhibit-4) contended that Mistri alongwith other 120 labourers working than with the Corporation, were not absorbed in service though they had completed 240 days consequently the reference bearing No. 2/28 of 1988 was filed before the tribunal, Mumbai. It is contended that the said reference was ended in a content award, dtd. 13-8-92. Vide settlement dtd. 31-7-92. It is contended that Management Corporation then agreed by said settlement to absorb the workman in the said reference including Shri Mistri and that Mistri was appointed as General Worker in Grade-I by the appointment letter dtd. 29-1-93. It is the contention of union that since Mistri was regularised for the permanency, thereby he was appointed permanently in the said cadre not as a fresh appointee. It is contended that Mistri had not made any application nor he was interviewed for the appointment however since the worker have weak bargaining capacity in the employment in India, the Corporation in the said appointment letter incorporated that Mistri was appointed as a probationer and that unless he had worked satisfactorily as probationer, he cannot be made permanent in the service of the company. It is contended, taking advantage of this appointment letter incorporating the point on probation the company vide letter dtd. 25-6-93 apprised Mr. Mistry alleging several deficiencies in the so called probationary period and further alleging/cautioning him to improve his performance and that later-on by the letter dtd. 13-4-94 terminated his probationary period by giving cheque of one months salary in lieu of notice, alleging that his probationary period was unsatisfactory and therefore, does not deserve to be made permanent. It is contended, workman Mistry preferred an appeal against the order of termination, on 21-4-99 however, that was a rejected. The union raised a dispute with A.L.C. (C), Mumbai on the illegal termination of Mistry, however, conciliation failed. Thereafter as per the directions of the Hon'ble High Court in W.P. No. 1389/98 the reference has been referred by the Government to the Tribunal. It is contended that, Mistry worked about 12 years as a casual worker and thereafter, by way of settlement in the Reference referred to above, he was absorbed/regularised. In the circumstances, it was not proper for the company to appoint him again on probation and that was victimising tactics. He was so appointed as a probationer ultimately to terminate him. Therefore, union prayed to direct the Corporation to

reinstate him in service, and to pay full back wages, as action of his termination is neither legal nor justified.

3. Management, B.P.C.L., resisted the claim of union by filing Written Statement a (Exhibit-5) contending that Mistry had joined the Corporation on 15-2-93 as a General Operative "B" at Wadi Lube installation on probation of one year. It is contended as the performance of said Mistry was below average, the Corporation by its letter dtd. 25-6-93 advised him to improve his performance, however, he failed therefore the Corporation had extended his probationary period by the letter dtd. 10-2-94 for another two months. It is contended, however, during the extended period also Mistry failed to show any improvement in his work and as his performance was found not satisfactory, after the expiry of the extended period of probation of two months, his service was terminated from 14-4-94. It is contended that Mistry had accepted the letter of appointment clearly mentioning therein that, he was so appointed on probation for a period of one year. It is contended under the Corporation Rules, the candidate appointed, cannot be made permanent without completion of probation period satisfactorily and as his work was unsatisfactory, his probationary services came to an end. It is contended termination of Mistry does not fall under section 25-F of the Industrial Disputes Act. Therefore, his termination being legal and justified, Mistry does not deserve any relief. Consequently claim of union be dismissed in limine.

4. By way of Rejoinder (Exhibit-6) the union contended that the settlement nowhere stipulates that casual workers absorbed for regularisation were to be kept on probation. It is further contended that the appointment letter was not based on any consent term and the probation itself was ultravires, the settlement. The union reiterating the recitals in the Statement of Claim, denied the contentions in the Written Statement.

5. On the basis of the rival pleadings my Learned Predecessor framed issues at Exhibit-7. In that context Mistry filed affidavit by way of Examination-in-Chief (Ex-10) and the union closed evidence vide pursuis (Exhibit-11). Senior Manager, Mr. Prakash filed affidavit by way of Examination-in-Chief (Ex-12) and that management closed evidence vide pursuis (Exhibit-13).

6. Union filed written submissions (Exhibit-15) along with the copies of rulings (Exhibit-16/19) Management filed written submissions (Exhibit-17) alongwith copies of rulings with list (Exhibit-18). On perusing the record as a whole, the written submissions and hearing the counsel at length. I record my findings on the issues for the reasons stated below :

Issues

1. Whether the Tribunal by its Award directed the management to make the employee Mistry permanent?

2. Whether in view of the settlement Mistry was appointed as a proba-tioner?

Findings

By settlement he was to be taken as permanent workman.

No

- | | |
|--|--------------------|
| 3. Whether the action of the management of Bharat Petroleum Corporation in terminating the service of Mistry is justified? | No |
| 4. If not, what relief the workman is entitled to? | As per order below |

REASONS

7. Admittedly the reference filed by the union in connection with the workers referred therein, including the workman Mistry for regularising their services in the employment of Corporation Bearing No. 89/1988, was disposed of vide Settlement dtd. 31st July '92 and that workman Mistry was appointed on 15-2-93 as General Operative B, Grade-I vide appointment letter dtd. 29-1-93. According to Mistry he worked as casual labour since 1982 and as he alongwith other workers were not made permanent, the above said reference was filed for adjudication and since he worked in various departments he had rich experience and inspite of that, he was directed to undergo probation for a period of 12 months which was in contravention to the certified Standing Orders then applicable to workman dtd. 7th December '55. Company's Senior Manager Mr. Prakash pointed out that as per the Certified Standing Orders the minimum probationary period is 12 months and that his appointment was subject to satisfactory completion of probation period, as per the standing orders modified on 30-11-93.

8. The appointment letters and the standing order have been filed by the union with list (Exhibit-9). As stated above, the appointment letter is dtd. 29-1-93 w.e.f. 15-2-93 and that Certified Standing Orders came into force from 7th December '55. The Learned Counsel Ms. Samant at this juncture inviting attention of this tribunal to the record, urged with force that directing workman to undergo probation for a period of 12 months is totally contradictory to the Certified Standing Orders dtd. 7-12-55 which have statutory force and binding upon the employer and employees as statutory terms and conditions of service as held by Hon'ble Apex Court in Workmen in Buckingham and Carnatic Mills, Madras Vs. Buckingham and Carnatic Mills, Madras 1970 I LLJ pg. 26. Clause 3(b), of said standing order specifies the probation period 'three months' and that modified standing Orders pg. 20 (Exhibit-9) are made applicable from 30-11-93 which mention probationary period, 12 months and therefore that is not applicable and from this point of view, she submits, appointment order incorporating probation period and on that count, terminating him is violative of the service rules and also the Principles of Natural Justice. On the other hand, the Learned Counsel Mr. Pai submitted that Standing Orders on the date of termination of the workman in force, is to be considered and since workman was terminated on 13-4-94, then standing orders applicable were of 30-11-93 which specifies probation period of 12 months, and for this proposition he has relied on Bharat Petroleum Corporation Ltd. Vs. Maharashtra General Kamgar Union and Ors, JT 1998(8)SC 487. Ms. Samant submits no proposition as pointed out by Mr. Pai, Advocate for the management, finds place in the above said Judgment. Their Lordships of the Apex Court in the case referred to above pointed out on the basic features of the Model Standing Orders in the light of the rule of representation and ruled

that the employee can be represented in the Disciplinary proceedings through an employee. The submission of the Learned Counsel Ms. Kunda Samant that, directing workman to undergo 12 months probation period is contrary to the Certified Standing Orders applicable to him on the date of appointment, carries substance. Since certified standing orders came in force from 7-12-55 modified on 30-11-93 and that workman's appointment order is dtd. 29-1-93 w.e.f. 15-2-93 earlier to the modified standing orders, hardly can be said that modified standing orders being in force on the date of termination dtd. 14-4-94, were applicable. In view of this the termination is bad.

9. According to workman he was absorbed/regularised in permanent category therefore, as per the certified standing orders he cannot be directed to undergo probation even as per classification of workman laid down in clause 3(i) of the Modified Standing Orders dt. 30-11-93 which define "a permanent workman is a workman who has been engaged on a permanent basis and includes Management denied that workman was appointed in permanent capacity. For this it is necessary to go through the Award passed in the light of the settlement, pg. 46-49 (Exhibit-9). Clause 3(ii) mentions the workman listed in Annexure-III are to be absorbed subject to their being found medically fit and possessing the required knowledge and skill as may be required for carrying out the function of such vacancies. The Learned Counsel Ms. Kunda Samant heavily relying on the terms of settlement submitted that, Corporation nowhere then pointed out that the casual labourers listed in the annexure wherein present workman's name finds, have to complete probationary period. Senior Manager, Mr. Prakash has admittedly not gone through the settlement dtd. 31-7-92 nor workman worked under him. He is unaware whether the workman was offered employment as per the settlement. On perusal of the term of the reference and the settlement dtd. 31-7-92 pointing on absorption/regularisation of the casual workers wherein there is no clear covenant while absorption or regularisation, to keep the workers on probation.

At this juncture, the Learned Counsel Mr. Pai submitted that appointment letter accepting which workman joined duty, did not challenge anywhere at any time, clearly speaks on the probation and confirmation in the light of the service rules of the Corporation, governing the employees and therefore, the workman cannot be exception to the rules and consequently he had to undergo probation and that accordingly he had undergone, however, his performance was unsatisfactory. It is to be noted that Award dtd. 13-8-92 in Ref. 29/1988 is based on the settlement dtd. 31-7-92, therefore the settlement cannot be separated from the Award. The Award is as per the settlement. The settlement as stated above clearly point out the workman to be absorbed/regularised and that it is silent that he has to undergo probation. The Learned Counsel Mr. Pai submits that when workman was absorbed/regularised as per the Award, the service rules of the Corporation come into picture and the very moment, in that context the appointment order was issued incorporating condition of probation which he accepted and therefore, there is no need to make mention in the settlement to the above effect. On perusing the record it is seen, workman was initially employed in 1982 as a casual labourer and was absorbed by the order of the Tribunal after about 11 years. As held in H.D. Singh Vs. Reserve Bank of India AIR 1986 Supreme Court, pg. 132

"bargaining power of the worker is always weak". Their Lordships in para. 10 observed :

"It has disturbed us to find that the appellant was denied job because he has become better qualified. Perhaps the Reserve Bank of India and its officers are not aware of the grave unemployment problem facing the youth of this country and also not aware of the fact that graduates, both boys and girls, sweep our roads and post-graduates in hundreds, if not in thousands, apply for the posts of peons. It has been our sad experience to find employers trying to stifle the efforts of employees in their legitimate claims seeking benefits under the Industrial law by tiring them out in adjudication proceedings raising technical and hyper-technical pleas, Industrial adjudication in bona fide claims have been dragged on by employers for years together on such pleas. It would always be desirable for employers to meet the case of the employees squarely on merits and get them adjudicated quickly. This would help industrial peace. It is too late in the day for this court to alert the employers that their attempt should be to evolve a contended labour. We do not forget at the same time the fact that it is necessary for the labour also to reciprocate to prevent industrial unrest. In this case, for example, the Bank should have treated the appellant as a regular hand in List II. Instead, the Bank has, by adopting dubious methods, invited from us, remarks which we would have normally avoided."

10. According to the management workman had to complete probation period under the service rules. The Learned Counsel for the management. Mr. Pai submits that court cannot act as an employer, cannot direct cancellation of order of termination or to extend the period of probation relying on the decision in case of P. Usha Radhey Mohan Vs. M.V. Ramu & Ors. 1998(80)FLR p.55. Senior Manager of the Company Mr. Prakash stated that workman was on probation for a period of 12 months, his performance was not satisfactory. Therefore, by the letter dtd. 25/6/93, 16/12/93 he was advised to improve his performance and that on assessing his performance report up to the period 14/2/94 prepared by Installation Manager Mr. Sharma, again his probation was extended and thereafter since it was not satisfactory he was eventually terminated by the latter dtd. 13/4/94. The fact that workman after working as a casual labour for 11 years in the light of the settlement he was absorbed which absorption was in the nature of permanent. He had not applied nor he was interviewed, therefore, case of the workman cannot be compared with the newly appointed candidate. Therefore looking to the Principles of Natural Justice he cannot, be again kept on probation.

11. Therefore going through the circumstances on record that workman was appointed in permanent nature and that directing him to undergo probation for a period of 12 months is contrary to the certified standing orders prevailing at the time of his appointment and the observation of Their Lordships in the case referred to above and bearing in mind the Principles of Natural Justice the action of the management is apparently not legal nor justified. Consequently issues are answered accordingly and hence the order.—

ORDER

The action of the General Manager, Bharat Petroleum Corp., Mumbai in terminating the services of workman D.J. Mistri is neither legal nor justified.

Management is directed to reinstate Mistri with full back wages.

S. N. SAUNDANKAR, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1911.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार श्री. बी. एम. बी. प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चण्डीगढ़ के पंचाट (संदर्भ संख्या 230/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-05-2002 को प्राप्त हुआ था।

[सं. एल-23012/23/2000-आई.आर. (सी-II)]

एन. पी. केशवन, डैस्ट्रिक्ट अधिकारी

New Delhi, the 21st May, 2002

S.O. 1911.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 230/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 20-5-2002.

[No. L-23012/23/2000-IR (C-II)]

N. P. KESAVAN, Desk Officer

ANNEXURE

IN THE COURT OF SHRI S.M. GOEL, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH.

Case No. I.D. 230/2001

Shri Naresh Kumar C/o Shri R.K. Singh Parmar, Qtr. No. 35-G., Nangal Township, Distt. Ropar.

.....Workman.

Versus

The Chief Engineer, Bhakra Dam Nangal Township, Distt. Ropar.

.....Respondent.

REPRESENTATIVE

For the workman: None

For the Management: Shri R.C. Atri

AWARD

Dated: 2nd of May 2002

The Central Govt. Ministry of Labour Vide Notification No. L-23012/23/2000-IR(C-II) dated 30-5-2001 has referred the following dispute to this Tribunal for adjudication:—

“Whether the action of the management of BBMB in terminating the services of Sh. Naresh Kumar, S/o Shri

Nanak Chand, Gauge Reader is legal and justified ? If not, to what relief he is entitled to ? ”

2. None has put up appearance on behalf of the workman despite notice. It appears that workman is not interested to pursue to the present reference. In view of the above, the present reference is dismissed in default. Central Govt. be informed.

Chandigarh,

2-5-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 21 मई, 2002

का.आ. 1912.—औद्योगिक अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 196/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-14012/5/98आई.आर. (डी. यू.)]

कुलदीप राय वर्मा, डैस्ट्रिक्ट अधिकारी

New Delhi, the 21st May, 2002

S.O. 1912.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 196/98) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-5-2002.

[No. L-14012/5/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नई दिल्ली के समक्ष पीठासीन अधिकरण : श्री बी.एन. पांडे

औद्योगिक विवाद सं. 196/98

श्री नानक चन्द (नानक चन्द)

एस.एस. तीरथान, प्रेसीडेन्ट आई.एन.टी.यू.सी.,

गुडगांव, गांव गोडाना, पोस्ट ऑफिस : शेरपुर

गुडगांव (हरियाणा)

.....श्रमिक

बनाम

विना कमांडर

54, एअर फोर्स पार्क,

एअर फोर्स स्टेशन, गुडगांव।

.....विपक्ष

पंचाट

केन्द्रीय सरकार, श्रम मन्त्रालय के आदेश सं. एल. 14012/5/98/आई.आर.(डी.यू.) दिनांक 07-09-1998 द्वारा निम्नलिखित औद्योगिक विवाद निर्णय हेतु इस अधिकरण श्रम न्यायालय को प्रेषित किया गया है :—

क्या एअर. फोर्स स्टेशन, गुडगांव के प्रबंध तंत्र द्वारा श्री नानक चन्द (नानक चन्द) पास सं. 496 की दिनांक 27-12-96 से सेवा समाप्त करने का कार्य/ (आदेश) वैध एवं न्यायोचित है ? यदि नहीं, तो श्रमिक किस अनुतोष को पाने का अधिकारी है ?"

उपर्युक्त संदर्भ के आधार पर यह औद्योगिक विवाद पंजीकृत किया गया, जिसकी सूचना प्रेषित करने पर श्रमिक श्री नानक चन्द ने अपना वाद कथन प्रस्तुत किया और यह कहा कि उस की नियुक्ति विपक्षी के प्रबंध तंत्र द्वारा बेलदार पद पर रु. 1656/- मासिक वेतन पर दिनांक 10-5-95 से कोई गई थी तथा उक्त प्रबंध तंत्र द्वारा अवैधानिक रूप से बिना किसी नोटिस या कार्यवाही के दिनांक 27-12-96 से उसकी सेवा समाप्त कर दी गई। श्रमिक के विरुद्ध कोई जांच कार्यवाही नहीं की गई तथा प्रबंध तंत्र ने श्रमिक की सेवा समाप्त कर के अन्य नए व्यक्तियों को कार्य पर नियुक्त कर लिया है।

2. श्रमिक के कथन का विरोध करते हुए प्रबंधक तंत्र ने लिखित उत्तर प्रस्तुत किया जिसमें अन्य आतों के साथ यह भी कहा कि विपक्षी 'इन्डस्ट्री' की परिभाषा में नहीं आता है तथा श्रमिक "वर्कमैन" की श्रेणी में नहीं आता है अतः श्रमिक का वाद विवार योग्य नहीं है।

3. तत्पश्चात् श्रमिक ने अपना प्रति उत्तर प्रस्तुत किया और उसमें प्रार्थना किया कि उसको लगातार सेवा में मानते हुए उसे पूरे वेतन के साथ नौकरी पर बहाल किया जाय।

4. श्रमिक श्री नानक चन्द ने दिनांक 15-3-2002 को एक प्रार्थना पत्र दे कर अपना विवाद वापस लेने की प्रार्थना किया है जिसका विपक्ष द्वारा भी कोई विरोध नहीं किया गया। गत कई तिथियों से कोई पक्ष उपस्थित नहीं आ रहा है व आज भी कोई पक्ष उपस्थित नहीं हुआ है।

5. अतः श्रमिक नानक चन्द के प्रार्थना पत्र दिनांक 15-3-2002 को स्वीकार किया जाता है तथा उसे अपना वाद वापस लेने की स्वीकृति प्रदान की जाती है वाद पक्ष अपना-अपना वाद व्यय स्वयं बहन करेंगे। तदनुसार यह पंचाट पारित किया जाता है।

दिनांक : 13-5-2002

बी. एन. पाण्डेय, पीठासीन अधिकारी

नई दिल्ली, 21 मई, 2002

का.आ. 1913.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवर फोर्स स्टेशन के प्रबंधतंत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 197/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-14012/6/98/आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1913.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 197/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-5-2002.

[No. L-14012/6/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : NEW DELHI

Presiding Officer : SHRI B. N. PANDEY

I.D. No. 197/98

Shri Satish
Through Sh. S.S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana
PO : Sherpur, Gurgaon, Workman.

Versus

Shri Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon, Respondent.

AWARD

The following industrial dispute has been referred to this Industrial Tribunal cum Labour Court for its adjudication, vide Order No. L-14012/6/98/IR (DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

"Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Satish, Pass No. 471, is legal and justified? If not, to what relief the workman is entitled?"

2. The workman filed his claim statement, inter alia, alleging that he was appointed by the management w.e.f. 10-5-95 as Baledar but later on the management illegally and unlawfully terminated his services on 17-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Satish was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his application.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1914.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एवं फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 199/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/5/02 को प्राप्त हुआ था।

[सं. एल-14012/8/98-आई.आर.(डी.यू.)]

कुलदीप राय घर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1914.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 199/98) of the Central Government Industrial Tribunal, Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-5-2002.

[No. L-14012/8/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer
Shri B. N. Pandey

I. D. No. 199/98

Shri Pawan Kumar,
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.Workman

Versus

The Wing Commander,
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon.Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal cum Labour Court for its adjudication, vide Order No. L-14012/8/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Pawan Kumar Pass No. 478, is legal and justified? If not, to what relief the workman is entitled to?”

2. The workman filed his claim statement, inter alia, alleging that he was appointed by the management w.e.f. 10-8-94 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore, he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Pawan Kumar was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his application.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1915.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एवं फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 200/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21/05/02 को प्राप्त हुआ था।

[सं. एल-14012/9/98-आई.आर.(डी.यू.)]

कुलदीप राय घर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1915.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 200/98) of the Central Government Industrial Tribunal, Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-02.

[No. L-14012/9/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer
Shri B. N. Pandey

I. D. No. 200/98

Shri Surjeet Singh,
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.Workman

Versus

The Wing Commander,
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon.Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide Order No. L-14012/9/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Surjit Singh Pass No. 482, is legal and justified? If not, to what relief the workman is entitled ?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 12-7-95 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore, he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Surjit Singh was contested by the Management by way of filling a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1916.——ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 201/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-02 को प्राप्त हुआ था।

[सं. एल-14012/10/98-आई.आर.(डी.यू.)]

कुलदीप राय चर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1916.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947), the Central Government hereby publishes the award (Ref. No. 201/98) of the Central Government Industrial Tribunal, Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-02.

[No. L-14012/10/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE**IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI**

Presiding Officer
Shri B. N. Pandey

I. D. No. 201/98

Shri Randhir,
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon.Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide Order No. L-14012/10/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Randhir Pass No. 469, is legal and justified? If not, to what relief the workman is entitled to?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 10-8-94 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Randhir was contested by the Management by way of filling a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1917.——ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, श्रम न्यायालय, नई दिल्ली के पंचाट (संदर्भ संख्या 202/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-02 को प्राप्त हुआ था।

[सं. एल-14012/11/98-आई.आर.(डी.यू.)]

कुलदीप राय चर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1917.—In pursuance of Section 17 of the Industrial Disputes Act, 1947(14 of 1947) the Central Government hereby publishes the award (Ref. No. 202/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-02.

[No. L-14012/11/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer

Shri B. N. Pandey

I. D. No. 202/98

Shri Ganga Bahadur,
S/o Shri Laxman Singh
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon.Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide Order No. L-14012/11/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Ganga Bahadur Pass No. 480, is legal and justified? If not, to what relief the workman is entitled ?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 10-8-94 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore, he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Ganga Bahadur was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty

to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1918.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर फोर्स स्टेशन के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट (संदर्भ संख्या 203/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-02 को प्राप्त हुआ था।

[सं. एल-14012/12/98-आई.आर.(डी.यू.)]

कुलदीप राय चर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1918.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 203/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-02.

[No. L-14012/12/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer

Shri B. N. Pandey

I. D. No. 203/98

Shri Rajbir Singh (Wrongly written a Ragbir Singh)
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon.Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication, vide Order No. L-14012/12/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Rajbir Singh Pass No. 493, is legal and justified? If not, to what relief the workman is entitled ?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 1-9-93 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Rajbir Singh was contested by the Management by way of filing a detailed

written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1919.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 204/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-14012/13/98-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1919.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 204/98) of the Central Government Industrial Tribunal/Labour Court, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-2002.

[No. L-14012/13/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer
Shri B. N. Pandey

I. D. No. 204/98

Shri Yameen,
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon. Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon. Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal cum Labour Court for its adjudication, vide Order No. L-14012/13/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Yameen Pass No. 470, is legal and justified? If not, to what relief the workman is entitled to?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 10-5-95 as Beladar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Yameen was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1920.——औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 205/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-14012/14/98-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1920.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 205/98) of the Central Government Industrial Tribunal, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-2002.

[No. L-14012/14/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer
Shri B. N. Pandey

I. D. No. 205/98

Shri Sat Pal
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.

.... Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon. Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal cum Labour Court for its adjudication, vide Order No. L-14012/14/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Sat Pal S/o Shri Leela Ram, Pass No. 481, is legal and justified? If not, to what relief the workman is entitled to?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 10-8-94 as Beladar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Sat Pal was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

भाई दिल्ली, 21 मई, 2002

का.आ. 1921.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 207/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-14012/16/98-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1921.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 207/98) of the Central Government Industrial Tribunal New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-05-2002.

[No. L-14012/16/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

Presiding Officer
Shri B. N. Pandey

I. D. No. 207/98

Shri Satya Pal
Through Sh. S. S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
P.O. Sherpur, Gurgaon.

.... Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon. Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal cum Labour Court for its adjudication, vide Order No. L-14012/16/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Satya Pal Pass No. 506, is legal and justified? If not, to what relief the workman is entitled to?”

2. The workman filed his claim statement, interalia, alleging that he was appointed by the management w.e.f. 10-8-94 as Beladar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Satya Pal was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated : 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1922.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 208/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-14012/17/98-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 208/98) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-5-2002.

[No. L-14012/17/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer
ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : NEW DELHI

Presiding Officer : Shri B.N. Pandey

I.D. No. 208/98

Shri Guru Bachan Singh,

Through Sh. S.S. Thiryan,

President INTUC,

Gurgaon, O/o Gram Gudhana,

PO : Sherpur, Gurgaon.

... Workman

Versus

The Wing Commander/

Chief Administrative Officer,

54, Air Force Park, Air Force Station,

Gurgaon.

... Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication vide Order No.L-14012/17/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Guru Bachan Singh Pass No. 475 is legal and justified? If not, to what relief the workman is entitled to?”

2. The workman filed his claim statement, *inter alia*, alleging that he was appointed by the management w.e.f. 3-6-93 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Guru Bachan Singh was contested by the Management by way of filing a detailed written statement. After filing of the written statement workman also filed his replication.

4. Now the workman has moved an application for withdrawal of his dispute with permission to file his claim for redressal of grievance before proper forum. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute with liberty to approach the appropriate forum. Parties shall bear their own costs. Award is given accordingly.

Dated 2-5-2002

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 21 मई, 2002

का. आ. 1923.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 210/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-14012/19/98-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1923.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 210/98) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workman, which was received by the Central Government on 21-5-2002.

[No. L-14012/19/98-IR(DU)]

KULDIP RAI VERMA, Desk Officer
ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT : NEW DELHI

Presiding Officer : Shri B.N. Pandey

I.D. NO. 210/98

Shri Dharambir, *

Through Sh. S.S. Thiryan,

President INTUC,

Gurgaon, O/o Gram Gudhana,

PO : Sherpur, Gurgaon.

... Workman

Versus

The Wing Commander/

Chief Administrative Officer,

54, Air Force Park, Air Force Station,

Gurgaon.

... Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication vide Order No.L-14012/19/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Dharambir S/o Shri Budh Ram, Pass No. 509 is legal and justified? If not, to what relief the workman is entitled?”

2. The workman filed his claim statement, *inter alia*, alleging that he was appointed by the management w.e.f. 14-9-92 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Dharambir was contested by the Management by way of filing a detailed written statement.

4. Now the workman has moved an application for withdrawal of his dispute alleging that he has also filed an application before the Central Administrative Tribunal New Delhi. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute. Parties shall bear their own costs. Award is given accordingly.

Dated : 15-5-2002.

BADRI NIWAS PANDEY, Presiding Officer
नई दिल्ली, 22 मई, 2002

का. आ. 1924.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एयर फोर्स स्टेशन के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट (संदर्भ संख्या 198/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-05-2002 को प्राप्त हुआ था।

[सं. एल-14012/7/98-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 22nd May, 2002

S.O. 1924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 198/98) of the Central Government Industrial Tribunal/Labour Court New Delhi now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Air Force Station and their workmen, which was received by the Central Government on 22-5-2002.

[No. L-14012/7/98-IR(DU)]
KULDIP RAI VERMA, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT: NEW DELHI

Presiding Officer : Shri B.N. Pandey

I.D. NO. 198/98

Shri Ramesh Kumar,
Through Sh. S.S. Thiryan,
President INTUC,
Gurgaon, O/o Gram Gudhana,
PO : Sherpur, Gurgaon. Workman

Versus

The Wing Commander/
Chief Administrative Officer,
54, Air Force Park, Air Force Station,
Gurgaon. Respondent

AWARD

The following industrial dispute has been referred to this Industrial Tribunal-cum-Labour Court for its adjudication vide Order No. L-14012/7/98/IR(DU) dated 7-9-98 of the Ministry of Labour, Govt. of India :—

“Whether the action of the management of Air Force Station, Gurgaon in terminating the service of Shri Ramesh Kumar, Pass No. 473 is legal and justified? If not, to what relief the workman is entitled?”

2. The workman filed his claim statement, *inter alia*, alleging that he was appointed by the management w.e.f. 10-5-95 as Baledar but later on the Management illegally and unlawfully terminated his services on 27-12-96. Therefore he demanded reinstatement with full back wages and continuity of the service.

3. The claim of the workman Sh. Ramesh Kumar was contested by the Management by way of filing a detailed written statement.

4. Now the workman has moved an application for withdrawal of his dispute alleging that he has also filed an application before the Central Administrative Tribunal New Delhi. No objection has come forth against it. The application of the workman-petitioner is, therefore, allowed as prayed for withdrawal of his present industrial dispute. Parties shall bear their own costs. Award is given accordingly.

Dated : 20-5-2002.

BADRI NIWAS PANDEY, Presiding Officer

नई दिल्ली, 22 मई, 2002

का. आ. 1925.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वैशाली क्षेत्रीय ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण में, धनवाद के पंचाट (संदर्भ संख्या 70/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-05-2002 को प्राप्त हुआ था।

[सं. एल-12011/16/97-आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2002

S.O. 1925.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 70/98) of the Central Government Industrial Tribunal No. II, Dhanbad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Vaishali Kshetriya Gramin Bank and their workmen, which was received by the Central Government on 22-5-2002.

[No. L-12011/16/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. Biswas,
Presiding Officer
In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

Reference No. 70 of 1998

Parties Employers in relation to the management of Vaishally Kshetriya Gramin Bank, Muzaffarpur and their workmen.

Appearances :

On behalf of the workman : None

On behalf of the employers : Shri B.N. Keshri, Advocate

State : Jharkhand Industry : Banking

Dated, Dhanbad, the 24th April, 2002

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-12011/16/97-I.R. (B-I), dated, the 11th March, 1998.

Schedule

"Whether the action of the management of Vaishally, Kshetriya Gramin Bank in dismissing the services of Shri Shashi Bhushan Sahi is justified or not? If not, to what relief the workman is entitled to?"

In course of hearing of the reference learned Advocate for the management by filing a petition submitted that the dispute in question has already been settled and the concerned workman has already been reinstated into the service of the management. Heard the learned Advocate on the said petitioner. A petition has also been received by this Tribunal from the side of the workman corroborating the facts mentioned in the petition of the management. Since the dispute in question has already been settled, I consider there remains nothing to be adjudicated. Under such circumstances, a 'No dispute' Award is rendered and the reference is disposed of on the basis of the 'No dispute' Award presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer.

र्दि दिल्ली, 22 मई, 2002

का. आ. 1926.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. I, मुम्बई के पंचाट (संदर्भ संख्या सी जी आई टी-21/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-05-2002 को प्राप्त हुआ था।

[सं. एल-12012/15/89-डी. III(ए)/आई.आर.(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 22nd May, 2002

S.O. 1926.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-21/1989) of the Central Government Industrial Tribunal No. I, Mumbai as shown in the Annexure, in the Industrial Dispute between the employers in relation to the

management of State Bank of India and their workmen, which was received by the Central Government on 22-5-2002.

[No. L-12012/15/89-D.III(A)/IR(B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE I**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I AT BOMBAY****PRESENT**

Shri Justice R. G. Sindhakar,
Presiding Officer

Reference No. CGIT-21 of 1989

Parties Employers in relation to the management of State Bank of India, Pune
and
Their workmen

Appearances :

For the management : Shri Shintre, Advocate
For the workmen : Shri Dharap, Advocate
Industry : Banking
State : Maharashtra

Bombay, dated the 22nd day of June, 1994.

AWARD PART-I

The following industrial dispute has been referred to this Tribunal, by the Government of India, Ministry of Labour, by letter dated 19-5-1989, for adjudication under Section 10(1)(d) read with Section 2 A of the Industrial Disputes Act, 1947.

"Whether the action of the management of State Bank of India, Regional Manager-III, Pune Regional Office in terminating the services of Mr. V.P. Kalkar, Cashier-cum-Clerk, Ojhar Branch, Nasik (Dist). w.e.f. 10-9-1987 is legal and justified? If not to what relief, the workman is entitled to?"

2. Mr. Kalkar an employee on the establishment of State Bank of India, at the relevant time posted at Ojhar Branch in Nasik District, happened to be Cashier-cum-Clerk, working in that branch. It is the State Bank of India Workers' Organisation, a Trade Union registered under the Indian Trade Union's Act, and affiliated to the Barathiya Mazdoor Sangh, Central Trade Union and also registered under the Trade Unions Act, 1926 which is espousing the cause of Mr. Kalkar, whose services have been terminated.

3. Show cause notice dated 13-12-1985 alleging that on, 12-12-1985, six debit vouchers totalling Rs. 22,000/- were put through the Cash Credit Account of M/s. Hindustan Aeronautics Ltd., and credited the same amount in favour of State Bank of India Vakola (Bombay branch) by way of a draft was served on him. On 12-6-1986, Mr. Kalkar was issued a charge sheet, wherein three charges were levelled against him and was called upon has to give his explanation within 7 days. He was informed that an enquiry will be held into the charges, and Mr. R.B. Kothari, Branch Manager, State Bank of India, Old Agra Road Branch, Nasik has been appointed as Enquiry Officer, and

the proceedings will commence on 5-7-1986 onwards. The enquiry commenced on 6-7-1986.

4. The Enquiry Officer, was thereafter informed by the workman Shri Kalker, that he wanted to be defended by Mr. Baba Joshi General Secretary of the State Bank of India Workers' Organisation. Inspite of this request, the Enquiry Officer raised objection on the ground that Mr. Baba Joshi was not an employee of the Bank, and that he would not be therefore, permitted to represent the workman before the Committee. The Enquiry proceedings thereafter, came to be adjourned to 20-7-1986. On 20-7-1986, the workman, submitted in writing that he would be forced to abandon the enquiry proceedings, unless he is allowed to be defended by Mr. Baba Joshi. The enquiry proceedings was adjourned to 28-7-1986. The workman alleges that the enquiry proceedings held against him was not fair and proper, and was in total contravention of the principles of natural justice, and was illegal, void, and bad in law. The grounds on which the fairness of the enquiry is challenged are mentioned in Clauses (a) to (g) of the said paragraph. It is stated that the complaint of Mr. Ragunath has not been produced on record by the management, which go to show that there was no documentary evidence available with the management. The workman's demand for production of various documents which would have gone to establish his innocence was also not produced. The enquiry proceedings was totally vitiated since the Presenting Officer acted in a high handed manner, and prevailed over the Enquiry Officer in the conduct of the domestic enquiry, and the Enquiry Officer was totally under the control and guidance of the Presenting Officer, and therefore, the enquiry was in violation of the principles of natural justice. The Enquiry Officer was neither impartial nor fair in the conduct of the enquiry proceedings. It is further contended that the Enquiry Officer failed to record the proceedings of the enquiry, correctly and faithfully, and has thus, failed to bring on record the various procedures followed in the Bank with regard to Foreign Exchange transactions. It shows clearly, that the Enquiry Officer was not acting in a bona fide manner. It is further contended that the management had submitted a list of persons proposed to be examined as witnesses. However, the management examined only one witness namely Mr. M. J. Ragunath. Mr. Ragunath was cross-examined on behalf of the workman on the basis that the other witnesses would be examined on behalf of the management. The management however, all of a sudden decided not to examine any more witnesses, and that violated the principles of natural justice, and deprived the workman of his opportunity to fully cross-examine all the witnesses connected with the allegations against him. It is further, pleaded that, during the period of suspension, he was not paid subsistence allowance, as per the provisions of the Bipartite Settlements, and non-payment of which has deprived the workman of his opportunity of effectively defending himself in the enquiry. On this ground also, it is contended that the enquiry is vitiated and deserved to be quashed and set aside. He requested, that the issue of fairness and propriety of the enquiry be decided as the preliminary issue.

5. He also contended that the findings recorded by the Enquiry Officer are contrary to the evidence on record, and contrary to the regulations, practices, and procedures adopted in the work in respect of the foreign exchange department, resulting in perverse findings. He says that there is no material on record with the management to hold that he was guilty, and the management's action in acting

upon the perverse findings given by the Enquiry Officer has resulted in injustice. According to him, no reasons were given by the Enquiry Officer for arriving at the findings mentioned in his report. It is submitted that the fact that the workman was working merely as a Clerk was ignored by the Enquiry Officer.

6. It is further contended on behalf of the workman, that the Bank has not suffered any loss whatsoever because of this transaction, and therefore, also, the punishment of dismissal inflicted upon him was unduly harsh and disproportionate. The workman further contended that the Appellate Authority also dismissed the appeal preferred against the order of penalty, without application of mind. Prayer for reduction of the penalty under the powers vested in this Tribunal by Section 11-A of the Industrial Disputes Act, 1947 is made, in case this Tribunal came to the conclusion that the workman was guilty of the charges.

7. Prayer for setting aside the order, directing reinstatement with full back wages, and consequential benefits and/or any other reliefs deemed fit by this Tribunal in made.

8. The management has filed written statement, raising several contentions therein. The averments made in the statement of claim are denied. It is however, admitted, that he was given a show cause notice on 13-12-1985 in respect of the incident of 12-12-1985, of 6 debit vouchers totalling Rs. 22,000/- put through the account of Hindustan Aeronautics Ltd. The workman failed to submit his explanation, and it added that the explanation submitted by the workman was most unsatisfactory and therefore, it was decided to take further action. It is stated that he committed gross act of misconduct by misappropriating foreign currency and perpetrating fraud. Suspicious manner of applying conversion rates and preparation of six debit vouchers aggregating to Rs. 22,000/- in the C.C. Account of HAL with fraudulent intention. The charges were grave and enquired into and after the findings of the Enquiry Officer Mr. Kothari were received, action was taken against the workman.

9. So far as the grievance that Mr. Baba Joshi was not allowed to represent the workman is concerned, it is stated that the reasons were given, and it appears from the record that ultimately Baba Joshi was allowed to participate in the enquiry on behalf of the workman.

10. The management contended that the evidence of Mr. Ragunath alone was sufficient enough to hold the delinquent guilty of the charges, and the allegation with regard to non-production of documents is denied. The management also denied the allegation that the Presenting Officer acted in a high handed manner, in the conduct of the Departmental Enquiry. It is further contended that the delinquent was given reasonable opportunity to defend himself, and the principles of natural justice have been observed. So far as the allegation with regard to non payment of subsistence allowance is concerned, the management denied the same. It is also stated that the findings of the Enquiry Officer are not perverse and that the action of the management was fully justified, and it was stated that no loss was suffered by the Bank was not true. It is contended that the Banking Industry is a very sensitive industry, and a very high degree of honesty, and integrity is expected of the employees employed by the Bank, especially, the State Bank of India, being the largest Bank in the country. It is contended that it is too easy to

perpetrate fraud while handling the foreign currency. The allegation that the appellate authority did not apply its mind to the appeal preferred against the dismissal order is denied. It is contended that it is not correct to say that the Bank has not suffered any loss, and it is stated that infact such misconduct on the part of its employees would have resulted in loosing big customers like Hindustan Aeronautics Ltd. It is also argued on behalf of the management, that the legality and propriety of the enquiry should be decided as a preliminary issue, and in case this Tribunal comes to the conclusion that the enquiry was not fair and proper, the management be given opportunity to prove the charges levelled against him, and justify its order of dismissal. At any rate, it has been stated that reinstatement may not be directed, as the workman has lost confidence of the Bank because of this incident.

11. A separate application for framing preliminary issued is made on 11-12-1990 on behalf of the management and the learned counsel appearing on either side submitted that it be done. Accordingly, the matter was heard only on the preliminary issue, as to whether the enquiry proceedings held prior to the order of dismissal was fair and proper, in accordance with the principles of natural justice, and if not, the course of action to be taken.

12. The undisputed facts are, that he was employed as a Clerk in the Bank, and at the relevant time, working as a Cashier-cum-Clerk. It is not disputed that he was given a show cause notice and an enquiry was also held against him, of which notice was served on him. It is thereafter, that he was served with a chargesheet and explanation sought. The objection raised by the delinquent before the Enquiry Officer was the presence of the Presenting Officer. According to the delinquent there is no provision under Sastri Award or the Bipartite Settlements permitting the management to appoint a Presenting Officer or enabling the Enquiry Officer to have a Presenting Officer before him to conduct the enquiry on behalf of the management. Absence of a provision will not in my opinion go to show that there is a bar to the appointment of a Presenting Officer. In fact, it has been a practice in all departmental enquiries to have a Presenting Officer, to present the case of the management before the Enquiry Officer. In the absence of the Presenting Officer, the Enquiry Officer has to perform a double role, and that is precisely the 2nd grievance of the delinquent, that the Enquiry Officer performed the role of a Presenting Officer in this particular case. I must mention at this stage that mere presence of the Presenting Officer does not and cannot go to vitiate the enquiry. On the contrary, what is to be seen is, the role that is given to the Presenting Officer in the award to which reference has been made, and more particularly, to Section III of the Sastri Award-Procedure for Disciplinary Actions.

13. So far as the grievance of the delinquent, that he was not allowed to be represented by the General Secretary of the SBI Workers' Organisation, Shri Baba Joshi, is concerned, it is true that the Enquiry Officer, initially objected to his appearance. However, later he passed an order on 5-7-1986 permitting him to have Shri Baba Joshi as his defence counsel, and for that purpose also the enquiry came to be adjourned. It is therefore, not necessary to deal with this point in detail.

14. The grievance then made is that only one witness was examined and the other witnesses proposed to be

examined on behalf of the management were all of a sudden withdrawn. It is true that on 28-7-1986, the Presenting Officer stated that he proposed to produce to witnesses namely Mr. Ragunath and Mr. S.G. Dhande (Accountant). At that stage, the Defence Counsel requested the Enquiry Officer to direct the Presenting Officer to provide list of all witnesses he proposed to examine, and he mentioned three more names such as : Mr. Ramachandran Nair, Mr. Bhamare and Mr. S.V. Muddalkar. The grievance is, that, inspite of this statement made by the Presenting Officer, only one witness by name Mr. Ragunath came to be examined and other witnesses were not examined. Besides, the contention raised on behalf of the delinquent is, that he proceeded to cross examine Shri Ragunath on the assumption that the other witnesses will be examined, and this deprived him of an opportunity to elicit more material which would have proved his innocence. It is true that it is for the Presenting Officer to examine such number of witnesses, as in his opinion are necessary to prove the charges levelled against the delinquent. The Defence Counsel cannot dictate to the Presenting Officer that he should examine all the witnesses that he mentioned at the outset of the enquiry. However, it is open to the delinquent to contend that the evidence adduced was not sufficient. It is also open to the delinquent to contend that it was not fair to withhold the other witnesses, who could have assisted the defence in showing that the charges were not proved and the workman was innocent. It is to be remembered that it is a departmental enquiry, and the purpose is to find out if the person charged is guilty. It is neither a prosecution, much less a persecution. It is from that point of view, I hold that there is force in the contention raised on behalf of the delinquent Shri Kalker, that the action of the management in not examining all the witnesses is not fair.

15. The Enquiry Officer found the evidence of Shri Ragunath satisfactory and sufficient and held the charge No. 1 proved. At this stage, I do not propose to make any observation on this point, for the reasons which are obvious.

16. The next grievance that has been made on behalf of the workman Shri Kalker is that the Enquiry Officer elicited material from the delinquent during the Enquiry proceedings. When objected to the Enquiry Officer, informed that it is his right to do so, and continued to do so. Normally, the Enquiry Officer records the material produced by the Presenting Officer, on behalf of the management, in support of the charges levelled, and thereafter, questions the delinquent on the material that has come in. The object of this, is of giving him an opportunity to explain the material and the circumstances which appear to be against him. He thereafter, is entitled to make final submission and also make oral submission. The evidence of the delinquent during the recording of the evidence presented on behalf of the management is not normally done. It is not, that the Enquiry Officer is debarred from doing it, but it is advisable not to do it and it is not necessary to state that the enquiry that is to be conducted must not only be fair but should also appear to be fair. At no stage of the Departmental Enquiry, should the delinquent get a feeling that the Enquiry Officer is biased or not impartial. It is from this point of view, that I am giving finding that the contention raised on behalf of the delinquent that the questioning by the Enquiry Officer of the delinquent during the course of the enquiry proceedings is not permitted and proper and fair.

17. The grievance then made on behalf of the delinquent is, that the Enquiry Officer questioned the Presenting Officer and elicited material from him. It is undoubtedly true that the job of the Enquiry Officer is to collect material in support of the charges and for that purpose he questioned the Presenting Officer. But, to convert the Presenting Officer into a witness on behalf of the management, and elicit facts which come to the knowledge of the Presenting Officer in his capacity as a Presenting Officer, Depriving the delinquent of an opportunity to cross examine him is in my opinion, not fair and proper. It appears that, the Enquiry Officer in this case, has from time to time, asked the Presenting Officer to state the facts of the case, and thereafter he reported to the management against the delinquent. The provisions of evidence Act and principles of natural justice give the delinquent a right to cross examine the witnesses examined on behalf of the management on the evidence given by him. He not only produced documents, but also proved several facts and all this was being done as a Presenting Officer, as if he was being examined as a witness. I find that the procedure that has been adopted by the Enquiry Officer in this enquiry is far from satisfactory, it is not fair impartial and in accordance with the principles of natural justice, and the learned counsel appearing on behalf of the delinquent Shri Kalkar in my opinion is fully justified in making a grievance about the fairness of the enquiry.

18. It was urged on behalf of the management that the Enquiry Officer was not only getting directions from the Presenting Officer during the enquiry into the charges levelled against him, but was getting instructions from the Disciplinary Authority. It cannot be said that the Disciplinary Authority loses its control over the Disciplinary Proceedings, once it appoints an Enquiry Officer to hold the enquiry. In fact the Disciplinary Authority itself can inquire into the charges levelled. It can also appoint an enquiry officer to do it. Therefore, the reference to the Disciplinary Authority is not something which is improper or impermissible. But, the Presenting Officer cannot be a witness in an enquiry proceedings, and therefore, place the matter before the Disciplinary Authority and after his decision was received he will be in a position to proceed with the conducting of the enquiry. He, therefore, submitted that in the light of the evidence given by him, and the information collected, the charges against the delinquent was proved. The defence counsel objected to the questioning of the Presenting Officer and it was decided that the Enquiry Proceedings will be resumed after the decision of the Disciplinary Authority was received, and waited till 4 p.m. and the enquiry proceeded after 4 p.m. accordingly.

19. During the course of the enquiry, the defence counsel urged that the Presenting Officer is also involved in the incident, and therefore, his presence as Presenting Officer will influence the enquiry, and therefore, he wanted to contact the Disciplinary Authority to change the Presenting Officer. Thereafter, it was decided that the enquiry should be resumed after receipt of the decision of the Disciplinary Authority on that point, and came to be adjourned at 1 p.m. It resumed at 4 p.m. and the Enquiry Officer informed that he had a telephonic talk with the Disciplinary Authority, and accordingly,

- (1) The Enquiry Officer will not ask Presenting Officer to present himself in the capacity of the Branch

Manager, but, however, Enquiry Officer may seek clarification from the Presenting Officer.

- (2) As regards second point, the Disciplinary Authority told me that the defence counsel may send his written representation to the Disciplinary Authority for that matter, and that the Enquiry Officer need not postpone the enquiry till that is over. Therefore I have decided to hold the next sitting on 30-9-1986 at 11.00 a.m.

The Defence Counsel protested the decision of the Enquiry Officer saying that written communication from the Disciplinary Authority should be received and he was to participate in the enquiry under protest. Therefore, it is difficult to say that the delinquent is not justified in contending that the Enquiry Officer acted high handedly, and that the enquiry conducted was in violation of the principles of natural justice.

20. It appears that the Enquiry Officer was prejudiced, and that in the light of what was stated by the Presenting Officer, he recorded the findings.

21. The complaint was to the effect, that no other witness was examined, and particularly, the handwriting expert was not examined and his report was read in evidence, and thus it has violated the principles of natural justice. It is true that the strict rules of the evidence act do not apply, but at the same time, the enquiry has to be fair, and the non-production of the documents called for, and non-examination of the witness affected the fairness of the enquiry.

22. It was argued on behalf of the delinquent that the findings were perverse and the charges levelled are not covered by the misconduct enumerated under the Sastri Award, I do not propose to record my findings on this aspect, because, I am holding that the enquiry was vitiated, not fair and in accordance with the principles of natural justice, and the management has in that event, by an application asked for permission to adduce evidence before this Tribunal in support of the charges, and in my opinion, the management has a right to do it, and I hereby grant the permission for adducing material to prove the charges.

23. I must mention that the learned counsel appearing on behalf of the management has submitted that the procedure prescribed by the Sastri Award, in Clause III para 521, has been followed, and that the enquiry has been fair and in accordance with the principles of natural justice. It is further submitted that there is no prejudice whatsoever caused to the delinquent. I have while dealing with the submissions made on behalf of the delinquent referred to these aspects and I do not think it is necessary to repeat that over again.

24. In the circumstances, I hold that the enquiry is vitiated, as not fair, proper, and in accordance with the principles of natural justice, and therefore, the order passed by the management is required to be and is hereby set aside. The management is however, given an opportunity to lead evidence in support of the charges levelled against him.

R. G. SINDHAKAR, Presiding Officer

ANNEXURE-II

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, MUMBAI.**

Present

Shri Justice S.C. Pandey
Presiding Officer

REFERENCE NO. CGIT-21/1989

Parties : Employers in relation to the management of State Bank of India
And
Their Workmen

Appearances :

For the Management Shri Vipradas, Advocate
For the Workman Shri Umesh Nabar, Advocate
State Maharashtra

Mumbai, dated the 9th day of May, 2002

Award Part-II

The Central Government has referred the following question to be answered by this Tribunal in exercise of its powers under clause (d) of sub section (1) and sub section 2 A of Section 10 of the Industrial Disputes Act, 1947 (The Act for short).

"Whether the action of the management of State Bank of India, Regional Manager-III Pune Regional Office in terminating the services of Mr. V.P.Kalkar, Cashier-cum-Clerk, Ojhar Branch, Nasik (Dist), w.e.f. 10.9.1987 is legal and justified? If not, to what relief, the workman is entitled to?"

2. We may straight away deal with essential facts necessary for answering this reference by this final award. Mr. Kalkar was posted at Ojhar Branch of the State Bank of India (the Bank for short) situated at Nasik District, as a Cashier-cum-Clerk between the period of 1985 to 1987. His services were terminated by order dated 2/9/87 w.e.f. 10/9/1987, by the Regional Manager III, Pune, Regional office of the Bank at Pune. The order of termination was passed pursuant to findings given in the enquiry held against Mr. V.P. Kalkar on the following three charges framed in the charge sheet dated 12/6/1986.

Charge No. 1

Shri. M. G. Raghunath of Hindustan Aeronautics Limited handed over to you on 29.11.1985 foreign currency notes of US dollars worth 600.00 and you obtained from him a pay-in-slip equivalent of Rs. 7,200/- These notes were never accounted for into Branch books but disposed of by you out and out, thereby you misappropriated the amount. On 4.12.1985, you unauthorisedly prepared 3 debit vouchers for Rs.3,955.00, Rs.2,360.00 and Rs.885.00 aggregating Rs.7,200 for debit to cash credit account of Hindustan Aeronautics Limited. No narration has been written on the face of debit vouchers for Rs.3,955.00 and Rs.2,360.00 Narration mentioned on the third voucher read as "Charges by overseas correspondent". There is no supporting authority to indicate which correspondent had claimed the charges. The aggregate amount of Rs., 7,200, (Rs.3,955.00 + Rs.2,360.00 + Rs.885.00) was found to be credited to Saving Bank account No. Ext. 19/4223 of Shri. M.G.Raghunath by using the above mentioned pay-in-slip.

Thus, the unauthorized debits were raised by you in the account of M/s. Hindustan Aeronautics Limited to conceal your misdeed of misappropriation of foreign currency notes, which were handed over to you by Shri. M.G.Raghunath. You thus acted in a manner highly unbecoming of a Bank employee.

Charge No. 2

On 09.12.1985, M/s. Hindustan Aeronautics Limited vide their letter dated 05.12.1985 had authorized the Bank to debit their cash credit account with equivalent amount in rupees of Pound 6889.74 in retirement of an import document. On the same day i.e. 9.12.1985, Hindustan Aeronautics Limited had also authorized the Bank vide their letter dated 6.12.1985 to debit their cash credit account with an equivalent amount in rupees of pound 837.15 in retirement of import documents. The rate of exchange ruling on that date i.e. 9.12.1985 was 5.5545. The actual rate of exchange applied by you for debiting Hindustan Aeronautics Limited's cash credit account was 5.2565 - for both these above transaction. Therefore, an excess amount aggregating Rs.7,888.00 was debited to Hindustan Aeronautics Limited's cash credit account. But the total amounts of these two bills were not credited to Foreign Department, Calcutta but the Foreign Department, Calcutta was credited less by Rs.7,888.00 and this very amount was credited to Shri. Ramchandran Nair's Non-convertible Rupee Account on 9.12.1985. The rate of exchange on the debit voucher is shown as 5.2565 whereas the rate of exchange on the advice to Foreign Department, Calcutta is shown as 5.5545 which incidentally was the rate ruling on that date. The suspicious manner in which the conversion rates were applied and the credit voucher prepared for credit to the account of Shri. Ramchandran Nair raises doubt about your integrity.

Charge No. 3

On 12th December 1985, you, with a fraudulent intention prepared six debit vouchers aggregating Rs. 22,000.00 of cash credit account of M/s. Hindustan Aeronautics Limited, Nasik, Division Ojhar, as also prepared a credit voucher for issue of draft for the same amount in the name of State Bank of India payable at Vakola (Bombay) branch. On an enquiry being made by the Accountant about the said transaction, you said to him that, M/s. Hindustan Aeronautics Limited, Nasik Division Ojhar, are sending the authority to debit their account which was false. You thus acted in a manner unworthy of the trust reposed in you by the Bank.

3. My predecessor Shri Justice Sindhkar, by order dated 2nd June 1994, had given an award - Part I to the effect that enquiry was not fair and, therefore, the order passed by the management was liable to be set aside. He thereafter passed the order in that partaward that management shall be given an opportunity to lead evidence in support of the charges levelled against Mr. Kalkar.

4. Thereafter the case has come into my hands for passing the final award. Now the only two issues that remain to be decided. Firstly, this tribunal is required to find out if the Bank has established any of the three charges framed against Mr. V.P.Kalkar and in case the findings go against Mr. V.P.Kalkar, then this tribunal is required to determine the quantum of punishment. Secondly, if this tribunal comes to the conclusion, that there is no legal evidence to convict Mr. Kalkar for the service offences committed by him, then it must define the relief available to Mr. V.P.Kalkar, in that event.

5. It has been argued on behalf of the Bank by Shri. Vipradas, that there is sufficient evidence on record for proving the charges against the workman. He read the evidence led by the Bank and that of Mr. V.P. Kalkar, in cross-examination and argued that the workman had adopted a modus operandi for swallowing 600 dollars handed over to the workman by Mr. M.G.Raghunath. It was argued that in order to conceal the misappropriation three debit vouchers aggregating Rs. 7,200 (equivalent in value of Rs. 600 dollars) were prepared for debiting the cash credit account of Hindustan Aeronautics Limited. The three debit vouchers prepared by Mr. V.P. Kalkar were for Rs. 3,955, Rs. 2,360 and Rs. 885 to the credit of savings Bank Account No. Ext 19/4223 belonging to Mr. M.G.Raghunath. In fact these three debit vouchers were false and forged. In this connection the evidence led by the Bank was read. The learned counsel further argued that there is evidence on record to sustain the charge No. 2 and charge No. 3. For this purpose he read from the affidavit of Mr. Shirwadkar and cross-examination of Mr. V.P. Kalkar. It was argued that in any case Mr. V.P. Kalkar should not be reinstated or given back wages.

6. Shri. Umesh Nabar on the other hand argued that Bank was unable to bring out any of the charges against the workman Mr. V.P. Kalkar. It was argued all the three charges were of serious nature involving moral turpitude. So far as charge No.1 is concerned it was necessary to examine Mr. M.G.Raghunath in order to prove that 600 dollars were ever handed over to Mr. Kalkar. It was further argued that Mr. Shirwadkar had admitted in evidence that the delinquent workman had no authority to make what he called a banking transaction'. His duties were confined to writing vouchers and other documents under the supervision and the direction of the Superior Officers. He further pointed every debit entry had a corresponding credit entry. Both entries have to be tallied and, therefore, by mere preparation of three debit vouchers the amounts could not be credited to the account of Mr. Raghunath without preparation of corresponding three credit vouchers. It was further argued that charge No.2 could not be sustained as the exchange rates were subject to special agreement with Hindustan Aeronautics Ltd. The rate was different. It was further argued as to charge No.3 is not proved because mere preparation of debit vouchers would not be enough. The preparation of draft of Rs. 22,000 was at the instance of the superior authorities and did not show any sinister plan sought to be perpetrated on the Bank. The charge No. 3 was based on conjectures. It was urged that for all these reasons Mr. V.P. Kalkar should be reinstated with back wages.

7. This tribunal is making a de novo enquiry after the order of dismissal was set aside. The burden of proof is on the Bank for proving charges against Mr. V.P.Kalkar. This tribunal must, therefore, concentrate on the evidence led before it by the Bank and by Mr. V.P. Kalkar in rebuttal for giving the award without being in any way affected by what transpired earlier during the enquiry. The domestic enquiry is honest and, therefore, it has no legal status as such. It is best that it be ignored.

8. The charge No.1 can be divided in two parts. Firstly, it is alleged that Mr. M.G.Raghunath handed over 600 dollars to Mr. V.P. Kalkar. He prepared a pay-in-slip of Rs. 7,200 by converting the dollars into rupees. Mr. V.P. Kalkar misappropriated 600 dollars. It is obvious if the facts of misappropriation is proved, then Mr. V.P. Kalkar would be guilty of serious misconduct. The second part of the charge is that Mr. V.P. Kalkar prepared three bogus vouchers for

debiting Rs. 7,200/- from the cash credit account of Hindustan Aeronautics. He credited them to the Savings Bank Account No. Ext 19/4223 in order to avoid detection. It is obvious that second party of first charge could be an independent misconduct even if misappropriation of 600 dollars is not proved Mr. V.P.Kalkar could not have debited the amount of Rs. 7,200 without the authority from the Hindustan Aeronautics Ltd.

9. Let us therefore, find out if there is any evidence on record to suggest that Mr. M.G.Raghunath gave to Mr. V.P. Kalkar 600 dollars in cash on 29/11/1985. Mr. M.G.Raghunath was not examined before this tribunal, even though, he was summoned and was not altogether unwilling to depose before this tribunal, as it appears from his written response to the summons. All that he appears to have stated that he was not able to attend the tribunal on the date fixed it by in the summons issued to him. We are, therefore, left with the version of Mr. Shirvadkar who alone was examined by the Bank for proving all the charges. He was the Branch Manager during the period and Mr. V.P. Kalkar was working under him. He has stated in his affidavit dated 23-12-1999 that Mr. M.G.Raghunath had given 600 US dollars to Mr. V.P. Kalkar who misappropriated the same. Mr. M.G.Raghunath had obtained a counter foil of 600 US dollars from Mr. V.P. Kalkar. He apparently refers to exhibit M5 the pay-in-slip of Rs. 7,200 the equivalent amount of Rs. 600 dollars and says that in order to show deposit of Rs. 7,200 Mr. V.P. Kalkar created three unauthorized debit vouchers aggregating Rs. 7,200 from Cash Credit Account of Hindustan Aeronautics Ltd. and deposited the amount of Rs. 7,200 in the Savings Bank Account No. Ext/4223 of Mr. M.G.Raghunath. In cross-examination this witness says that he had not seen the fact of handing over of 600 dollars to V.P.Kalkar. He further says that he had personal knowledge only on the basis of bank records and information received by him from Mr. M. G. Raghunath. In the later part of the cross-examination this witness admitted as much as that he had no other document to show to the Court except the fact that M.G.Raghunath had made the complaint that he had handed over 600 dollars to Kalkar. Mr. V.P.Kalkar on the other hand denied that he had any authority to receive foreign currency. He denied at more than one place in his affidavit and cross-examination that he met Mr. Raghunath on 29/11/1985 or thereafter or that he had received 600 US dollars. He denied that he had known Mr. M.G.Raghunath but admitted the fact that Mr. M.G.Raghunath had an account with the Ozar branch of the Bank. Therefore, from the documentary evidence exhibit M5 it can be inferred that a pay-in-slip of Rs. 7,200 was given by Mr. M.G.Raghunath. It bears his signature. The seal of the Bank also shows the date of deposit as 4 of December 1985. In absence of the counter foil and oral evidence of Mr. M.G.Raghunath, it is difficult to hold on the basis of complaint above that it has been positively proved that 600 US dollars were handed over Mr. V.P.Kalkar in cash. This tribunal is not convinced that there is sufficient material on record for holding that Mr. M.G.Raghunath had handed over 600 dollars to Mr. Y.P.Kalkar. Even in the complaint Ex M42 Mr. M.G. Raghunath says that he handed over 600 dollars with a duly signed pay-in-slip. If this be so the counterfoil must be with him. The pay-in-slip Exhibit M5 is for Rs. 7,200. It is dated 4th December 1985. Therefore, it can be safely held that the first part of the charge is not proved, that on 29-11-1985 M.G.Raghunath gave 600 dollars to Mr. V.P.Kalkar. No attempt was made to show what was prevailing conversion rate at that time for proving the

bonafide assertion that Rs. 7,200 were equivalent to 600 US dollars. It is clear from the evidence of Mr. Shirvadkar that on payment of foreign currency the Bank has to pay in Indian currency. Therefore, giving of exchange rate would be a factor in this case. The findings cannot be based on assumption. Therefore, the other part of the charge that three debit vouchers were used by Mr. Kalkar in lieu of 600 dollars falls to the ground. Ex-M5 only shows that Rs. 7,200 were deposited by M. G. Raghunath on 4th December 1985. This could be ascertained by filing the Bank cash scroll. However, the document was not produced among the exhibited documents. The pay-in-slip should ordinarily tally with the counter foil unless it be the case of Bank that M.G.Raghunath handed over 600 dollars to Mr. V.P.Kalkar even without obtaining any receipt for that or gave him blanket powers to deal with 600 dollars by signing and undated pay-in-slip without taking the counter foil. For all these reasons this tribunal finds that the first part of charge No.1 is not proved. Once this finding is recorded then the integrated structure of charge No.1 that Mr. V.P. Kalkar misappropriated 600 dollars and then diverted equivalent to Rs. 7,200 from the cash credit account of Hindustan Aeronautics Ltd. to the account of Mr.M.G.Raghunath is not proved.

10. However, as earlier observed that second part of the charge No. 1 would itself be serious misconduct in case it is proved that Mr. V.P. Kalkar was responsible for unauthorisedly withdrawing Rs.2,360, Rs.3,955 and Rs.885 by three debit vouchers Exhibit M6, M7 and M8 respectively. It is not in dispute that these vouchers were prepared by Shri. V.P.Kalkar. Now evidence of Mr. Shirvadkar is that every debit vouchers must have a corresponding credit voucher. A debit entry must have a corresponding credit entry. His evidence in cross-examination shows that credit and debit entries are used almost simultaneously and the debit vouchers and credit vouchers are thoroughly checked before signing by the competent authority. The bank clerk like Mr.V.P.Kalkar had no power to make a voucher into a Banking transaction. It is the signature of the competent authority that gives its authority for the purposes of banking norms. In absence of examination of the competent authority who signed the vouchers and, the fact that there appears to be no action taken against the persons who allegedly passed the three debit vouchers, the witness was forced to admit by relentless cross-examination, that all documents were passed by the competent authority can be called "genuine documents". Now, why the witness has to admit this fact? The Bank was either shielding the competent authority and making Mr. V.P. Kalkar a scapegoat or performing the function of leading evidence perfunctorily. In either case truth becomes a casualty. Mr. V.P.Kalkar states that Dhande and Shirvadkar were his superiors. If either of two persons signed the three debit vouchers without corresponding credit vouchers then he is guilty of gross negligence or is in league with Mr. V.P.Kalkar. On the other hand Mr.V.P.Kalkar gets away with the easy defence, by saying that he was not responsible for passing the transactions and whatever he did was at the instance of his superiors. Neither the credit vouchers nor the copies of registers were produced. Mr. V.P. Kalkar was also not cross-examined with this point of view in mind. For all these reasons this Tribunal finds that second part of charge No.2 in isolation is not established especially when there is no evidence led in this case to show that the Hindustan Aeronautics made complaint to the Bank regarding the three unauthorized debit vouchers.

11. This takes us to charge No.2. It relates to two letters dated 05/12/1985 (Exhibit M.16) and 06/12/8 (Exhibit N14) issued by the Hindustan Aeronautics Ltd. to the Bank respectively for debiting \$ 6889 and \$ 837 to their cash credit account for release of documents as per purchase order mentioned therein. It is alleged that Mr. V.P. Kalkar who had not deposited the equivalent value of 65 US dollars paid by Ramchandran Nair to the Bank in his account, applied the exchange rate of 5.26565 on 09/12/1985 instead of current rate 5.5545, with a view to divert the extra Rs. 7,888/- from the account of Hindustan Aeronautics Ltd. to Ramchandran Nair's Account. It is alleged despite the preparation of debit vouchers at the rate of 5.26565 in the debit vouchers Mr. V.P. Kalkar designedly gave rate of exchange as 5.5545 to Foreign Department Calcutta in his sale advice. It is farther alleged that suspicious manner of application of conversion rate together with the preparation of credit vouchers to account of Ram chandran Nair, cast a shadow on the integrity of Mr. V.P. Kalkar. Now again the charge is that lower rate of exchange was applied. The workman does not dispute the fact that he had applied the lower rate of exchange but says that the Hindustan Aeronautics Ltd. had a special agreement with the Bank for not applying the current rate of exchange. As per agreement the exchange rate applied by him was given by his superiors and he applied that rate in debit vouchers Exhibit M-13 (relating to pound 837.15) and Exhibit M 15 (relating to pound 6889). Mr. V.P. Kalkar was bound to show from record that this was the position. There is no documentary evidence to show such an agreement. If there is no such document, then obviously, it cannot be produced. However, there is another possibility that the Bank may have suppressed this document. Which of these possibilities are true? It has to be determined on the preponderance of probabilities. Firstly there is nothing to indicate from the evidence placed on record that Hindustan Aeronautics Ltd. was aggrieved. No documentary evidence in form of a protest letter has been produced. Nobody from Hindustan Aeronautics was examined by the Bank to satisfy the conscience of this tribunal. After Mr. V.P. Kalkar filed his affidavit stand taken by him must have been known to the Bank. Therefore, they could request for leading evidence in rebuttal of allegations regarding special clause made by Mr. V.P.Kalkar. The affidavit of Shirvadkar does not deny the agreement . That apart the most crucial evidence in this behalf is circumstantial. The debit voucher M 13 and M 15 show at the top that exchange rate applied is 5.26565. Why these documents were then passed by the competent authority?. There is no explanation. Mr. Shirvadkar has,, generally admitted that duty of Mr.V.P.Kalkar was merely clerical, i.e. to prepare vouchers. He had no financial or administrative power to pass a voucher. There is elaborate procedure for passing a voucher. Debit and credit vouchers are sent for concerned counter for entry in the registers. The vouchers are not signed without supporting documents. The competent Authority who signs the voucher makes it a banking transaction. Therefore, it was for the Bank to indicate to the tribunal in what circumstances the documents showing lower rate of exchange were allowed to be passed. Mr. Shirvadkar has chosen to remain silent about the name of the competent authority who passed these vouchers. It is apparent that these vouchers are meant to be signed by the Branch Manager himself as the printed form discloses. Mr. V.P. Kalkar had named Dhande and Shirvadkar as the superior officers under whom he had worked during this period. Therefore, possibility of these persons passing these

vouchers cannot be ruled out. In view of the material on record there could be no escape from the conclusion that V.P. Kalkar had not suppressed the fact that he is applying a different rate of exchange than the current rate. If there was any dishonest action then the competent authority was hand in glove with Mr. V.P. Kalkar or was so mesmerized by him that it signed any document without any scrutiny. This is not case of the Bank. On the other hand no action appears to have been taken against the competent authority as is clear from evasive reply of Mr. Shirvadkar when he says that he had no knowledge about the action taken. Mr. V.P. Kalkar cannot be punished for applying different exchange rates while preparing the debit vouchers unless the Bank proves that he misled the competent authority and got all his signatures by practicing fraud on the competent authority.

12. Let us now consider another aspect of charge No.2 . It has sought to be shown by the Bank that lower rate was given with a view to divert the amount of Rs. 7,888 to the account of Mr. Ram chandran Nair who had deposited 650 dollars on 08th December 1985. Again Mr. Ram chandran Nair has not been examined. The exhibit M34 is the application of Mr. Ram chandran Nair. He states that he had deposited the cheque No.340728 for 650 dollars and received the counterfoil from Mr. V.P.Kalkar. The application says for the purpose of identification SBI Account book was shown to Mr. V.P.Kalkar. He was asked to come after a month. This letter was written on 25-1-1986. From this letter it is clear that Mr. P.A. Ram chandran Nair was not happy because he thought that his money was not deposited. The pay-in-slip shows M12 shows Rs. 7,888 were to be deposited to Account of Mr.P.A.Ramchandran Nair. It is dated 9th December 1985. M-45 is the photo copy of the cheque dated 23rd Nov, 1985. The cheque of Mr. P.A. Ramchandran Nair was sent for collection to State Bank of India, New York Branch as per exhibit M-46 dated 9-12-1985 and collection was reported by letter dated 20-12-1985. Exhibit M47. According to this document 650 US dollars were credited to the account of State Bank for India, Ozar Branch. Under these circumstances, it is difficult to understand why equivalent amount of Rs. 7,888 was not liable to be deposited in the savings Bank Account of P.A.Ramachandran Nair. No document has been filed to show any entry was made in the Account of Mr. Nair prior to receipt of credit Advice from New York branch of the State Bank of India. It cannot be disputed that Ramchandran Nair was entitled to receive equivalent of 650 US dollars mentioned in his cheque. It was cleared. Then what was difficulty in giving him credit of the equivalent amount in rupees Nothing has been shown in the written argument of the Bank regarding the entitlement of Rs. 7,888 although the Branch Manager Mr. Shirvadkar himself has filed the affidavit acknowledging the documents M45 and M46 and M 47. The acceptance of pay-in-slip converting dollars 650/- in rupees appears to be a standard procedure. Moreover, the cheque of 650 dollars was sent upto New York. One fails to see how any sinister action could be inferred from the receipt of a cheque. This cheque was duly mentioned in Foreign currency DD. Purchase Register of 9-12-85 Exhibit M 50. The account No. could not be mentioned because Nair was required to open an account with Qzar Branch on 09-12-85. This procedure was accepted by the superior officers of the bank. Non-mentioning of account in the register would not Make Mr. V.P. Kalkar a man without integrity. The only way the Bank could succeed is by proving that an equivalent of Rs. 7,888 was diverted

to the account of Ram chandran Nair even prior to receipt of advice from branch of State Bank of India at New York.

13. We have seen two aspects of charge No.2. Yet there is another. It is implicit in the charge No.2 that the delinquent applied two rates of exchange foreign currency simultaneously. One for debiting the amount from Cash Credit Account of Hindustan Aeronautics and another crediting the amount of Foreign department of Bank. Thus excess of Rs., 7,888/- was withdrawn from the cash credit Account of Hindustan Aeronautics Ltd. but it was not credited. It is obvious that this could be an independent charge. This tribunal has already found in previous paragraphs that the Bank has not proved that the rate of exchange 5.2565 was wrongly applied, with a view to divert Rs. 7,888/- from the account of Hindustan Aeronautics Ltd. to the account of Mr.P.A Ram chandran Nair. In other words, there was no ulterior motive found. This tribunal, however, is of the opinion that the State Bank of India Ozar was not entitled to withdraw excess of money from the cash credit account of Hindustan Aeronautics Ltd. In case it is found that Mr. V.P. Kalkar was responsible for doing this act himself or was aiding or abetting the act of another person. Then he will be deemed have misconducted himself and his act would not be a mere financial irregularity. The following facts emerge from record. The debit voucher exhibit M13 dated 1-12-85 is in respect of transaction relating to pound 837.15. In this voucher the sale element is Rs.15,926. The debit voucher dated 09-12-1985 exhibit M15 related to transaction in respect pound 6889.74. The sale element in this voucher amounts to Rs. 1,31,071. Therefore, as per Bank procedure the same amount should have been credited to Foreign Department of Bank through clearing house Branch. However, the sale element corresponding to pound 837.15 in debit voucher exhibit M13 is not shown in debit advice exhibit M52. It is shown as Rs. 15,070.00 Similarly in exhibit M30 the debit advice in respect of pound 6889.74 the sale amount is mentioned as Rs. 1,24,039.00 Thus, the exhibit M52 shows short fall of Rs. 856 and Exhibit M30 shows short fall of Rs. 7,032. If these figures are added then the total short fall is Rs. 7,888. If we total Rs. 1,24,039 and Rs. 15,070/- as shown in exhibit M30 and M52 respectively, it comes to Rs. 1,39,109.00. This is exact amount covered by exhibit M19 which contains the photo copy of credit voucher to Branch clearing General Account, Calcutta Debit voucher to London Office Account. It is also clear that this discrepancy in both these exhibits M30 and M52 occurs because Mr. V.P. Kalkar had applied the exchange rate of 5.554 in these documents as he has mentioned. Assuming for a moment that defence of Mr. V.P.Kalkar is true, then the same exchange rate should have been applied to Exhibit M 30 and M52. For this defect Mr. V.P. Kalkar was required to do lot of explaining. He has failed to explain his departure from the exchange rate applied differently in case of exhibit M30 and M52. The document were written simultaneously on 09-12-1985. He does not explain. On the other hand he takes umbrage under the fact that he was authorized only to write vouchers and whatever he did was under the orders of his superiors. This tribunal is of the view that it would be dereliction of duty to write obviously in consistent vouchers and papers under the orders of his superiors. So far as this aspect is concerned, his general defence breaks down. Since the competent authority who passed these vouchers was not examined, the whole picture does not emerge. Mr.V.P.Kalkar was however guilty of writing two sets of vouchers inconsistent with each other. He could be presumed to be guilty on this count alone if not on any

other count. If his defence be true then he should have remitted same amount. If his defence is false then he is equally guilty. Of course this tribunal has already held that the Bank is not able to prove that his defence is false but this finding does not come in the way of coming to the conclusion that on 9-12-1985 Mr. V.P. Kalkar prepared to set of inconsistent vouchers which he could not have done even if his superior commanded him to do so. He is, therefore, found to be guilty of deliberately writing incorrect vouchers.

Now we come to charge No.3: In short the charge No.3 relates to six vouchers created on 11-12-1985 for debiting from the cash credit account of the Hindustan Aeronautics in favour of State Bank of India, Vakola Bombay and preparing a draft for the total amount of Rs. 22,000/- in favor of that branch and getting it passed from the competent authority without any demand from Hindustan Aeronautics Ltd. However, on discovery of the attempt an enquiry was made from Mr. V.P.Kalkar. On enquiry it was found that there was no such authority and the Accountant then questioned him about these transactions, then he was told that the authority was forthcoming during the course of day. The matter was reported to Mr. Shirvadkar, the Branch Manager by the Accountant. He cancelled the vouchers because he thought that intention of Mr. V.P.Kalkar was fraudulent. It is the case of the Bank that the advice to Hindustan Aeronautics was written in a garbled manner with a view to mislead the Bank authorities. The defence of Mr. V.P.Kalkar is that he was asked by his superiors to write these vouchers, sale advices, and the draft. It was they who asked him to do so and when it was discovered that fraud was being perpetrated they threw the blame on him. He resigned in a huff when Branch Manager insulted him and then withdrew it. Let us then examine the evidence of Mr. Shirvadkar. In paragraph 32 to 44 Mr. Shirvadkar gives the narration of manner of preparation of vouchers, the draft, advices, and entries in the register. He states specifically that Mr. V.P. Kalkar was asked to give his explanation in writing. He had given an explanation in writing. But that document has not been filed. There is no specific cross-examination of Mr. V.P.Kalkar on charge No.3. As already stated that Mr. V.P.Kalkar relies on his general defence that he could not have passed the transaction to make it a banking transaction. There is nothing on record to suggest that the accountant who passed these transactions was ever questioned for signing the vouchers and the draft and sale advice without verifying from Hindustan Aeronautics Ltd. that they have given an authority to debit Rs. 22,000 from cash credit account. He was equally guilty if he signed the vouchers and debit advices without verifying. Most unfortunate factor is that accountant was not examined. There could be no earthly reason not to examine him if he was innocent. This lapse on the part of the Bank gave delinquent an opportunity to say that he is innocent and accountant is responsible. Thus between two competing claims of innocence we do not have the evidence of the accountant who may have stated that he was not negligent as he had allegedly exposed the fraud. We have version of Mr. V.P.Kalkar only. The indirect evidence of Mr. Shirvadkar is of no help as we shall see in the sequel that he had shown undue interest and bias against Mr. V.P.Kalkar. It may be noticed that Shri. Shirvadkar had filed an affidavit in respect of a transaction regarding 500 dollars of Shailaja M.P. It is detailed from paragraph 45 to paragraph 69. There was no occasion to file an affidavit and the document in respect of Shailaja M.P. The detailed accounts runs from

the middle of page 12 to page 16. Mr. V.P. Kalkar was not charge sheeted on this count Mr. Shirvadkar, who was the Presenting Officer must have known about it. It appears in his anxiety to get a favourable decision, he conveniently forgot that the case of Shailaja M.P. is not before this tribunal. The inevitable inference is that Mr. Shirvadkar is an interested witness. His version should not accepted as Gospel truth. The evidence of Mr. V.P.Kalkar may now be seen at page 3 of his affidavit he has specifically stated that he has prepared the vouchers under instructions from Hindustan Aeronautics Ltd. branch. He denied that he was informed that the Hindustan Aeronautics Ltd. was sending authority to make debit vouchers later in the day. He denied that he had informed anybody that Hindustan Aeronautics had directed they shall send the authority later. The vouchers and the other documents were verified and checked by the competent authority and they were signed and authenticated. In his cross-examination he has denied that he had prepared vouchers relating to Rs. 22,000/- in order to misappropriate them. Since Mr. V.P.Kalkar had denied preparation of vouchers with an ulterior motive the controversy narrows down to question if he had done so without instructions from the office Hindustan Aeronautics Ltd. or the competent authority. No one from Hindustan Aeronautics Ltd. was examined. The accountant was not examined. The Bank has not placed on record the written explanation of Mr. V.P. Kalkar. Mr. Shirvadkar appears to be an interested witness in the sense that he is over enthusiastic to get favourable result. The best evidence was not produced. Under these circumstances the version of Mr. V.P.Kalkar that he made the vouchers aggregating Rs. 22,000/- under proper instructions and they were duly verified by the competent authority is probable. Mr. Shirvadkar himself had generally agreed that, the workman had no authority to convert any document into a banking transaction". If there was any breach of trust between the accountant and Mr. V.P.Kalkar then he was the best person to depose about it and not Mr. Shirvadkar. Therefore, this charge is not proved.

14. The stage is now set for summary of the conclusions of this tribunal. The charge No.1 and charge No.3 are not proved. The charge No.2 is partially proved to the effect that Shri V.P.Kalkar was not able to explain how he could give two rates of exchange in the documents considered in paragraph 13 of this award. It is held that he cannot get away by saying that he had done so under the orders of his superiors. He is guilty of committing misconduct to that extent.

15. The next point for consideration is what award should be given by this tribunal. This tribunal is of the opinion that under section 11A of the Act, it has power to give an award of punishment appropriate to the charges proved. It must be remembered that State Bank of India is a public organization. The misconduct of preparing documents inherently inconsistent cannot be overlooked and therefore, the question of reinstatement of Shri. V.P. Kalkar does not arise. However, his misconduct does not entail the extreme penalty of dismissal. In the opinion of this tribunal the ends of justice shall be met by compulsory retiring him from service with effect from 10-9-1987. He shall be entitled to all retiral benefits including pension if he is entitled to get one as per rules of the bank. Accordingly this reference is answered by passing the award in aforesaid terms.

नई दिल्ली, 24 मई, 2002

का.आ. 1927.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण कम लेवर कोर्ट, चंडीगढ़ के पंचाट (संदर्भ संखा आईटी.-185/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-2002 को प्राप्त हुआ था।

[सं. एल-12012/284/91-आई.आर.(बी.III)/आई.आर.(बी-I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 24th May, 2002

S.O. 1927.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. I.D-185/91) of the Central Government Industrial Tribunal-Cum-Labour Court, Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 24-5-2002.

[No. L-12012/284/91-IR(B-III)/IR(B-I)]

AJAY KUMAR,, Desk Officer

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

CASE NO. ID 185/91

Mange Ram Bhat son of Shri Shadi Ram Bhat Village
Budha Khera, District Hissar.

... Applicant

Versus

Regional Manager, State Bank of India, Region-II Divisional
Office, Haryana, Sector 8-C Chandigarh.

.....Respondent.

Apearances

For the Workman Shri Karam Singh

For the Management : Shri Ajay Kohli

AWARD

(Passed on 10th May, 2002)

The Central Govt. vide No. L-12012/284/91-IR(B-3) dated 5th of December 1991 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State bank of India, Uklana Mandi Branch in terminating the services of Shri Mange Ram Bhat, Ex-waterman is justified? If not, to what relief he is entitled to?”

2. The brief facts of the reference as stated by the applicant is that he was working in the Uklana branch of the bank for full time for the last 20 years. He had to bring the water from 1½ Kms. He had used to left the water to the 1st and 2nd floor of the branch and serve the water to the

staff and customers of the bank. He also used to wash the clothes in the home of then branch manager. He was being paid Rs. 15/- per day which was later on raised to Rs. 20, 40, 60, 100. - plus medical bonus and dress. Thus the management has violated the terms and conditions of the Minimum Wages Act. His services were abruptly terminated in May, 1990 when he refused to work at the residence of the branch manager. The applicant has prayed that as the management has not been paid any retrenchment compensation to him and also not given any notice or salary in lieu thereof, he be reinstated in services with full back wages and with other attendant benefits.

3. In written statement the respondent has taken preliminary objection that applicant is not a workman within the purview of Section 2(s) of the I.D. Act 1947 and there is no privity of contract of employment between the applicant and the respondent. It is admitted by the bank that bank used to purchase water from the applicant for about 20 years and the applicant used to fill the pitaher at the branch of the bank. There was no control over him of the bank like the other employees. It is further stated that even if some officers allowed him, it does not create any right in favour of the applicant. As the bank has made its own arrangement now, there is no need to purchase water from the petitioner and the petition is not maintainable. The bank has pleaded that arrangement was contractual in nature and he was never engaged as temporary employee of the bank as waterman. Thus the bank has prayed for the rejection of the reference

4. Replication was also filed reiterating the claim made in the claim petition.

5. In evidence the applicant filed his affidavit Ex. W1 and documents Ex. W2 to W21. The applicant admitted in cross-examination that no appointment or termination letter was given to him by the bank. In rebuttal the management has filed the affidavit of Shri Lokesh Ahuja Dy. Manager who has filed his affidavit Ex. M1.

6. I have heard the learned counsel for the workman and learned representative of the Management and have also gone through the record and evidence of the case.

7. The learned counsel for the workman has argued that the workman was supplying the water to the bank for the last 20 years and his services were terminated by the bank without payment of any retrenchment compensation and notice of one month or pay in lieu thereof. The rep. of the management has argued that there was no privity of contract between the applicant and the management and there was no master and servant relationship between them and thus the applicant is not working under the act and he was only setting the water to the bank for which the payment is made and he was not the employee of the bank. The counsel for the workman has drawn my attention to the pass book Ex. W19 which is the pass book staff 55 and argued that he was the member of the staff and no outsider can be issued pass book marking staff and for all intents and purposes the applicant is member of the staff and employee of the bank also. In my considered opinion, this alone cannot be the ground of treating the applicant as the bank employee and it can not be said that alone pass book is sufficient to prove that the applicant is the employee of the workman and workman comes under the definition of section 2(s) of the I.D. Act as there is no privity of contract between the management and the applicant. The applicant was neither issued any appointment letter as waterman in

the bank nor there was any termination by the management. It was an arrangement for supplying water to the bank for which he was paid by the bank at different rates at different times. The rep. of the management also referred me to the case of Eranallor Service bank Co-op Bank Ltd. Vs. Labour Courts and others 1986 K.L.T. 801 wherein it has been held that person who claim benefit of Section 25-F of the I.D. Act shall establish that he is in the service of the employer having been appointed validly. In the case in hand evidence on the file shows that the applicant was not appointed by the bank. There was no control on his working by the management. He is not subjected to the disciplinary action of the management. He is free to do any work after supplying the water to the bank which the bank itself claims that it was purchasing the water from the applicant. There was no appointment letter or termination letter issued by the bank. In all these situation it can not be said that the applicant was the employee of the bank. Thus there was no relationship of master and servant and thus the applicant is not 'workman' under the I.D. Act 1947 and in the circumstances, the management is not under any obligation to comply with the mandatory provisions of Section 25-F of the I.D. Act 1947.

8. In view of the discussions made in the earlier paras, the reference is returned with the findings that action of the management in terminating the services of Shri Mange Ram is just and legal and the applicant is not entitled to any relief what-so-ever. The reference is answered accordingly. Central Govt. be informed.

Chandigarh.

Dated : 10th May, 2002.

S.M. GOEL, Presiding Officer

नई दिल्ली, 29 मई, 2002

का.आ. 1928.—केंद्रीय सरकार, लौह अयस्क खान, मैगनीज अयस्क खान और क्रोम-अयस्क खान श्रम कल्याण निधि अधिनियम, 1976 (1976 का 61) की धारा 2 की उपधारा (i) के उपखंड (छ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत के राजपत्र, भाग-2, खंड 3, उपखंड (ii) तारीख 8 दिसम्बर, 2001 को प्रकाशित इस मंत्रालय की अधिसूचना सं. का.आ. 3361, तारीख 27 नवम्बर, 2001 के अनुक्रम में नीचे दी गई अनुसूची में विविरिष्ट कारखानों को उक्त अधिनियम के प्रयोगनों के लिए धातुकर्म कारखानों के रूप में घोषित करती है, अधोतः :—

अनुसूची

1. श्री निवास फेरो अलायज लिमिटेड,
जे. एल-89, अंगदपुर,
दुर्गापुर-713215
जिला-बर्द्वान (पश्चिम बंगाल)
2. भास्कर श्रावी अलायज,
दुर्गा वारिया रोड,
अंगदपुर-713215
जिला-बर्द्वान (पश्चिम बंगाल)
3. कार्तिक अलायज लिमिटेड,
89, मौजा, वारिया रोड,
अंगदपुर,

दुर्गापुर-713215
जिला-बर्द्वान (पश्चिम बंगाल)

4. मोनेट फेरो अलायज लिमिटेड,
मौजा कमालपुर
दुर्गापुर-713204
जिला-बर्द्वान (पश्चिम बंगाल)
5. सोबा इस्पात अलायज लिमिटेड,
हेनेमन्ना सारनी,
अंगदपुर, दुर्गापुर,
जिला-बर्द्वान (पश्चिम बंगाल)
6. कजारिया आयरन कास्टिंग लिमिटेड,
रतुरिया, वारिया रोड,
दुर्गापुर-713215
जिला-बर्द्वान (पश्चिम बंगाल)
7. श्री वासवी इंडस्ट्रीज लिमिटेड,
डब्ल्यू. बी. आई. आई. डी. सी. इंडस्ट्रीजल
ग्रोथ एरिया
द्वारिका, विष्णुपुर
8. इमेक्स फेरो टेक, लिमिटेड,
कदाविता देंडुआ रोड,
झाकघर कल्याणेश्वरी-713369
जिला-बर्द्वान (पश्चिम बंगाल)
9. मैथन अलायज लिमिटेड,
झाकघर कल्याणेश्वरी-713369
जिला-बर्द्वान (पश्चिम बंगाल)
10. कारपोरेट इस्पात अलायज लिमिटेड
6, एस. आई. एरिया, दिगोल,
एवेन्यू दुर्गापुर-713212
जिला-बर्द्वान (पश्चिम बंगाल)

[फा.सं. एस-23017/1/2001-डब्ल्यू-II]

देवेन्द्र कुमार सिंह, कल्याण आयुक्त (मुख्यालय)

New Delhi, the 29th May, 2002

S.O. 1928.—In exercise of powers conferred by sub-clause (ii) of clause (g) of sub-section (i) section 2 of the Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976 (61 of 1976) and in continuation of this Ministry's notification number S.O.3361, dated the 27th November, 2001, published in Part II, Section 3, Sub-section (ii) of the Gazette of India dated the 8th December, 2001, the Central Government hereby declares the factories specified in the Schedule below to be metallurgical factories for the purposes of the said Act, namely: -

SCHEDULE

1. Srinivas Ferro Alloys Limited,
JL-89, Angadpur,
Durgapur-713 215,
Burdwan District (West Bengal)
2. Bhaskar Shrachi Alloys,
Durgapur Waria Road,
Angadpur,
Durgapur-713215,
Burdwan District (West Bengal)

3. Karthik Alloys Limited,
89, Mouza, Waria Road,
Angadpur, Durgapur-713215,
Burdwan District (West Bengal)
4. Monnet Ferro Alloys Limited,
Mauza Kamalpur,
Durgapur-713204,
Burdwan District (West Bengal)
5. Sova Ispat Alloys Limited,
Hahnemann Sarani,
Angadpur, Durgapur-713215,
Burdwan District (West Bengal)
6. Kajaria Iron Castings Limited,
Raturia, Waria Road,
Durgapur-713215,
Burdwan District (West Bengal)
7. Sri Vasavi Industries Limited,
WBIIDC Industrial Growth Area,
Dwarika, Bishnupur.
8. Impex Ferro Tech. Limited,
Kadavita Dendua Road,
P.O.Kalyaneshwari-713369,
Burdwan District (West Bengal)
9. Maithan Alloys Limited, P.O.Kalyaneshwari-713-
369, Burdwan District (West Bengal)
10. Corporate Ispat Alloys Limited,
6, S.I. Area, Degaul Avenue,
Durgapur-713212,
Burdwan District (West Bengal)

[F. No. S-23017/1/2001-W.II]

DEVENDRA KUMAR SINGH, Welfare Commissioner
(Headquarter)

नई दिल्ली, 29 जनवरी, 2002

का.आ. 1929.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन औद्योगिक बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट (संदर्भ संख्या 194 ऑफ 1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-2002 को प्राप्त हुआ था।

[सं. एल-12012/122/99-आई.आर.(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 29th January, 2002

S.O. 1929.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 194 of 1999) of the Central Government Industrial Tribunal-Cum-Labour Court Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workman, which was received by the Central Government on 28-01-2002.

[No. L-12012/122/99-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID 194 of 1999

Sh. Parkash Chand S/o Sh. Phagnu Ram R/o Ambedker
Nagar, P.O. Bhojpur, Sundernagar, Distt. Mandi (M.P.)

.....Petitioner,

Vs.

Indian Overseas Bank The regional Manager, Indian
Overseas Bank, Sector 7-C, Chandigarh.

.....Respondent.

REPRESENTATIVES :

For the Workman : None.

For the Management : Shri R.K. Chopra

AWARD

(Passed on 7th January, 2002)

The Central Govt. Ministry of Labour vide
Notification No. L-12012/122/99-IR (B-II) dated 29th
September, 1999 has referred the following dispute to this
Tribunal for adjudication :

"Whether the action of Regional Manager, Indian
Overseas Bank, Chandigarh in terminating the services of
Sh. Prakash Chand S/o Sh. Phagnu Ram w.e.f. 3-2-98 is just
and legal? If not, what relief the workman is entitled to?"

2. None appeared on behalf of the workman dispute
notices. It appears that workman is not interested to pursue
with the present reference. In view of the above the present
reference is returned to the Central Govt. for want of
prosecution, Central Govt. be informed.

CHANDIGARH.

Dated : 7-1-2002

S.M. GOEL, Presiding Officer

नई दिल्ली, 19 फरवरी, 2002

का.आ. 1930.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचाट (संदर्भ संख्या 153/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-2-2002 को प्राप्त हुआ था।

[सं. एल-12012/194/97-आई.आर.(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 19th February, 2002

S.O. 1930.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/98) of the Central Government Industrial Tribunal-Cum-Labour Court Chandigarh as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 29-02-2002.

[No. L-12012/194/97-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE SHRI S. M. GOEL, PRESIDING OFFICER,
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, CHANDIGARH

Case No. ID 153/98

Chander Bhan son of Shri Kasturi Lal, resident of 460/18,
Rehbarian Mohalla, Railway Gate, Kaithal.

.....Applicant

Versus

The Regional Manager, Punjab National Bank, Regional
Office, Pipli Road Kurukshetra.

.....Respondent.

Appearances

For the Workman : Shri N.C. Arora and Anil Sardana

For the Management : Shri Jasmer Singh.

AWARD

(Dated th July, 1998)

The Central Govt. vide notification No. L-12012/194/
97-IR (b. II) dated 24/27 of July, 1998 has referred the
following dispute to this Tribunal for adjudication :

"Whether the contention of the workman Shri Chander Bhan that he was not a personal driver of the Punjab National Bank, is proper and correct? If so, to what relief the said workman is entitled in respect of his employment with the said bank?"

2. The claim of the workman is that he was appointed as geep driver on 16-3-1992 by the lead Bank Officer (hereinafter referred to as the LBO) Punjab National Bank Kaithal on temporary basis at the consolidated pay of Rs. 1350/- per month and Rs. 20/- as diam allowance which was enhanced from time to time up to Rs. 2250/- and Rs. 35/- as diam allowance per day. He has also claimed that he was selected amongst a number of persons. The applicant had worked as driver of Geep No. HR-08/1790 which belongs to the Bank and also on geep No. HR-08A/8244 which also belongs to the bank. He continuously worked w.e.f. 16-3-1992 to 31-5-1996. He pleaded that before terminating his service, the provisions of Section 25-F of the I.D. Act 1947 were not complied with. It is also pleaded that after terminating the services of the applicant one Naresh Kumar was employed in his place and thus the management has violated the provisions of Section 25-H of the I.D. Act 1947. That the applicant had also filed a civil suit which was later on withdrawn by him on 1-10-1996. It is pleaded that during his tenure in the office of LBO from 16-3-1992 to 31-5-1996 he had been performing the twin duties of driver as well as peon in the office of the said lead bank. The LBO Shri C.K. Sharma had also issued a certificate that the applicant had been working in his office. He was also issued identity cards as that of geep driver. He was also assigned the duty of delivery of dak and entries in this regard were maintained in due course. The applicant prayed for reinstatement and continuity with full backwages.

3. The bank in the written statement has taken preliminary objection that there exists no relationship of employer and employee between the bank and the applicant as such the applicant is not a workman under the I.D. Act. The executives of the bank are provided with cars for which they make their private arrangements of engaging personal drivers under the B.I. Settlement 20 : 16. On merits. The factum of his employment is an admitted fact from 16-3-1992 to 31-5-1996 but it is pleaded that he was the personal driver of the LBO and due to his mis-behaviour he was removed as geep driver. It is pleaded that he was not appointed by the bank as no appointment letter was issued and he was not paid the regular salary and also he never marked his attendance in the attendance register. It is stated that identity card was issued in favour of the applicant to avoid harrasment from the police officials. It is praved that in view of the submissions, the reference may be rejected.

4. The applicant also filed the rejoinder reiterating the claim made in the claim statement.

5. Both the parties filed their respective affidavits in evidence and relied on the documents which I have thoroughly gone through, and heard the arguments of the respective representatives of the parties.

6. It has been argued on behalf of the workman that he was appointed as geep driver on 16-3-1992 by Lead Bank Officer branch officer Kaithal and as such he continued to work up to 31-5-1996 in the same office at Kaithal although three lead bank officers has succeeded one after another during this period. It is also stated that initially the LBO Shri B.M. Singh had appointed him on 16-3-1992 and Shri S.K. Gupta LBO had terminated his service on 31-5-1996. It has been stated that while terminating the services of the workman, no notice or compensation in lieu of notice or retrenchment compensation was paid to the workman although he worked for about four years prior to his termination. It has also been argued that provisions of Section 25-F of the I.D. Act 1947 have not been complied with. It has also been argued on behalf of the workman that before the termination of the services of the workman, the management did not enquire into the work and conduct of the workman nor he was given any opportunity of being heard prior to the termination of the service. It has also been argued that one Naresh Kumar was also employed in his place and therefore, the provisions of Section 25-H of I.D. Act 1947 had been violated. It has also been argued that the workman had been appointed to drive the bank's geep No. HR-08/1790 and when the new geep No. HR-08A/8244 was purchased, he drove that vehicle also. It has also been argued that during his service period as driver of the bank's geep he was performing twin duty of peon as well as that of peon. It has also argued that the workman has been regularly assigning the duties of delivery of dak to various offices at Kaithal and also to collect stationery. It has been argued that car or geep which has been provided by the bank to the LBO was not for personal use of the LBO as provided in the booklet general Adm. and service division booklet at page no 73. In support of his contention the workman also produce himself as witness as WW1 and reiterated the afore said facts in reply to the arguments and contention of the workman, the management produce Shri Sushil Gupta MW1 who joined as LBO at Kaithal on 27-07-1995. He admitted that account No. 2447 of the lead Bank was not his personal account. He has also admitted

that bank jeep No. HR-08/1790 was auctioned by the bank on 19-3-1996. He has also stated that he was not aware on which date jeep no HR 08A/8244 was purchased by the bank and deputed in LBO office at kaithal . He has also admitted that the workman remained in the employee during the period when the old jeep was auctioned and new jeep was purchased by the bank. He has also admitted that he never sought any explanation from the workman about his conduct in abusing him and nor he removed him from the bank's service rather he himself went away after abusing him. He has admitted that no notice, retrenchment compensation was paid to the workman at the time of his removal and nor any enquiry was conducted. He also admitted that he employed Neresh kumar as driver on the bank jeep.

7. It has been argued on behalf of the management that LBO was not authorised to appoint the workman as the driver on the bank's jeep. The learned representative of the management has drawn my attention of Bipartite Settlement para 20:16 wherein it has been laid down that the bank work like transmitting cash, clearing or stationery will not be entrusted to private drivers employed by the bank officers. He has also impressed the fact that Chander Bhan workman was purely a private driver appointed by the LBO and he continued in that position till the date he left the service of the bank. He has argued that his signatures were never taken in the attendance register and nor he was provided with uniform by the bank . He has also argued that Chander Bhan was also never paid bonus. He has also argued that he was not paid the salary by the bill instead he was paid by cheque.

8. The learned counsel for the workman has relied on the case law of the president, Srirangam co-operative urban bank Ltd . Vs . The presiding officer and another of Madras High court in W.A. No 183/1996 decided on march 15, 1996, the punjab land development and reclamation Corporation Ltd. Chandigarh Vs. The Presiding Officer Labour Court Chandigarh and another of Supreme Court reported in 1990 (2) R.S.J. 253 and the case decided by Shri B.L. Jatav, my predecessor in reference No. I.D. 78/91 of Sat Pal Singh Vs. Punjab National Bank devided on 23-11-1998. This Tribunal has given the award in the case of Sat Pal Sjngoh who was also a driver in the punjab National Bank in Lead Bank Officer and more or less the facts of the case are similar. The Tribunal has answered the reference in favour of the petitioner holding that the services of the workman were wrongly terminated and reinstated him in the service. The learned counsel for the workman has argued that Hon'ble Madras High Court has very empathically made it clear that Section 25-F of the I.D. Act does not make any distinction whether appointment has been made in accordance with law or not. The fact of employment was relevant and not the legality of it. The Hon'ble Supreme Court held in the case of Punjab Land Development case (supra) that Section 2(00) of the I.D. Act 1947 laid down that retrenchment-termination by the employer of the service of the workman for any reason what-so-ever except those expressly excluded in the section. The learned representative of the workman has also drawn my attention to the documents Ex. W 2& W 3, W 5 to W22. He has argued that all these documents lead one to conclusively drive the fact that the workman Chander Bhan was doing

the duties which are normally assigned to a bank employee. He was taking the stationery and he was also taking the dak. He was also issued the identity card twice. He has thus argued that this Tribunal is not to enter into this controversy as to whether the initial appointment of chander Bhan workman was legal or not. He was none the less doing the job as if he was a bank driver. He was also paid the salary from the account of the bank and not from the personal account of the Lead Bank Officer. He has also argued that Hon'ble High Court of Madras has also dealt with this fact in quite detail and has concluded that the fact of the matter is relevant and not the legality or otherwise of. It held that it does not make any difference whether appointment has been made in accordance with law or not. He has argued that the services of Chander Bhan workman had terminated without any notice or compensation and therefore provisions of Section 25-F had not been undergone so, the workman be reinstated in service.

9. During the course of arguments the learned representative of the management has filed certain documents. The learned representative of the workman got no objection to the Bipartite Settlement but for other documents he has objection that this was not the stage to file these documents. I am also of the opinion that at the stage of arguments the documents which are not public in nature can not be so filed during the arguments for which there is also no contention in the affidavit filed on behalf management. I am, therefore, of the opinion that except Bipartite settlement other documents can not be admitted at this state. The application of the management in this regard is rejected.

10. Having considered the arguments of the learned representative of both the parties, I am of the considered opinion that the services of the workman were terminated without any notice or compensation and even after his termination one Naresh Kumar was employed and therefore, the provisions of Section 25-F had not been complied with. I am not entering this discussion as to whether initial appointment of the workman was legally correct or not. This is an accepted fact that none-the less the services of the workman had been terminated and after so long a period of four years as he worked with the management from 16-3-1992 to 31-5-1996. He was also not subjected to any disciplinary proceedings for any misconduct or otherwise. I am, therefore, of the opinion that Chander Bhan workman should be reinstated. The Hon'ble Madras High Court has also given a direction in the said judgement that directions for reinstatement should be only to the effect that the workman should be reinstated in the same position and on the same nature of employment which he was enjoying at the time of termination of his services. These directions have been given by the Hon'ble Madras High Court in para 13 of the judgement. Therefore, Chander Bhan workman be reinstated in the same position which he was holding on the date of his termination with full back wages and continuity of service. Reference is answered accordingly. Central Govt. be informed.

Chandigarh.

31-12-2001

S. M GOEL, Presiding Officer

नई दिल्ली, 21 मई, 2002

का.आ. 1931.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में विनिरिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण चैनरी के पंचाट (संदर्भ मंख्या 146/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं एल-40012/52/99-आई.आर(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 146/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt.

[No. L. 40012/52/99-IR(DU)]

KULDIP RAJ VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 16th May, 2002

Present : K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 146/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 142/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri Tamizhanbane and the Management of the Sub Divisional Engineer in-charge, Central Telegraph office.)

BETWEEN

Sri Tamizhanbane . I Party/Workman
AND

The Sub Divisional : II Party/Management
Engineer in-charge Central
Telegraph Office.
Pondicherry.

Appearance:

For the Workman : M/s. P.V.S. Giridhar,
R. Srinivasan & Rajeni
Ramadas, Advocates

For the Management : Sri M.K. Jayakaran,
ACGSC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned dispute for adjudication vide Order No. L-40012/52/99/IR(DU) dated 26-07-1999.

This reference has been made earlier to the Tamil Nadu State Industrial, Chennai, where it was taken on file as I.D. No. 142/99. When the matter was pending enquiry in that Tribunal, as per the orders of the Central Government, Ministry of Labour, this case has also been transferred from the file of Tamil Nadu State Industrial Tribunal to this Tribunal for adjudication. On receipt of records from that Tamil Nadu State Industrial Tribunal, the case has been taken on file as I.D. No. 146/2001 and notices were sent to the counsel on record on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001 with their respective parties and to prosecute this case further. Accordingly, the learned counsel on either side along with their respective parties have appeared and prosecuted this case by filing their claim Statement and Reply Statement respectively.

When the matter came up before me for final hearing on 23-04-2002, upon perusing the Claim Statement, Reply Statement, the other material papers on record, the documentary evidence let in on either side, after hearing the arguments advanced by the learned counsel on either side, and this matter having stood over till this date for consideration, this Tribunal has passed the following:-

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:-

"Whether the action of the management of Senior Divisional Engineer, Central Telegraph Office, Pondicherry-1, in terminating the services of the workman Sri Tamizhanbane is legal and justified? If not, to what relief the workman is entitled?"

2. The averments in the Claim Statement filed by the I Party/Workman Sri Tamizhanbane (hereinafter referred to as Petitioner) are briefly as follows:-

The Petitioner was working as full time Casual Labourer in the Central Telegraph Office, Pondicherry from 15-12-94. The nature of work entrusted to the Petitioner was to deliver messages and water carrier. He had worked for more than 240 days in a year. He also attended the literacy test for

regularisation Though the Petitioner gave several representations to the II Party/Central Telegraph Office, inclusive of the one dated 20-03-97, there was no response from the II Party. Instead of regularising the services of the Petitioner, the II Party/Management served an order of termination dated 6-3-98 to the Petitioner, when he reported for duty on that day. The Petitioner was informed that his service stands terminated with effect from the date of the expiry of the period of one month from the date on which the notice is served upon him. Thereafter, an order of termination was issued to the Petitioner on 4-4-98. No reasons were given for the termination. The work performed by the Petitioner is perennial and continuing nature and the II Party/Management have recruited fresh hands. Prior permission of the Govt. has not been obtained before retrenching the Petitioner, though the Department of Telegraph employs more than 100 workmen. The Petitioner was drawing Rs. 96/- per day at the time of his termination. The Petitioner raised an industrial dispute before the Regional Labour Commissioner, Central, Chennai to conciliate the matter for the II Party to reinstate the Petitioner in service with consequential benefits and for regularisation of his service. On submission of a failure of conciliation report by the conciliating authority, the Govt. has referred this matter as an industrial dispute for adjudication by this Tribunal. The Petitioner who was engaged as part time CLR from 1993 was converted as full time CLR on daily wages by the competent authority with proper intimation to higher authorities. Hence, the appointment is in accordance with the rules and regulations. Hence, the termination of the Petitioner from service by the II Party is violative of provisions of Industrial Disputes Act, 1947. The said action of the II Party/Central Telegraph Office is arbitrary and unreasonable and in violation of principles of natural justice. As no hearing was granted to the Petitioner prior to his termination, it vitiates the order of termination. Since no notice or retrenchment compensation has been paid to the Petitioner at the time of retrenchment, it is a violation of Section 25F of Industrial Disputes Act, 1947. Without giving preference to the Petitioner the II Party/Management engaged fresh hands in his place. It is a violation of Section 25H of Industrial Disputes Act. Since no prior permission of the Govt. has been obtained before termination, it is a violation of Section 25N of the Industrial Disputes Act, 1947. The impugned retrenchment is hit by doctrine of legitimate expectation. The demands raised by the Petitioner are in accordance with the rights guaranteed under Articles 14, 19 and 21 of the Constitution. Hence, it is prayed that the II Party/Management may be directed to reinstate the Petitioner in service with all consequential benefits.

3. The averments in the reply statement filed by the II Party/Management (hereinafter refers to as Respondent) are briefly as follows:-

The Petitioner suppressed all the materials facts with an ulterior motive. The Petitioner's father was working as

a telegraph overseer in Central Office, Pondicherry. He died while in service on 21-11-80. Thereafter, the Petitioner moved the office of the Respondent for appointment on compassionate grounds. He was not given appointment by the Respondent department, due to his over age and also his brother is a Govt. employee. The Petitioner was permitted to serve as a part time water carrier and also for delivery of XX/XS/OS messages during evening and night hours and he was paid only daily wages. The appointment of the Petitioner as full time Casual Labour was not in order as he was appointed after the cut off date 22-6-89, without seeking permission from the competent authority. Since his appointment as Casual Labour was not in accordance with rules and regulations, the Petitioner cannot compel the Respondent to continue to do the illegal act. The Petitioner himself has stated in his application dated 30-7-93 that he will not claim any regular appointment and in the circumstances, he is estopped from claiming any temporary status of employment. The termination of service of the Petitioner is termination simplicitor and not retrenchment. The termination of the service of the Petitioner by issuing one month's notice is legally in order. Though the Petitioner attended the literacy test, he was not selected since he was not eligible. The order of termination of the Petitioner is not violative of Articles 14 and 16 of the Constitution. The claim made by the Petitioner is not maintainable in law. Hence, this Hon'ble Tribunal may be pleased to pass an award dismissing the claim of the Petitioner.

4. When the matter was taken up for enquiry, no one on either side has been examined as a witness. Seven documents on the side of the Petitioner and one document on the side of the Respondent have been marked by consent of the counsel on either side as Exhibits W1 to W7 and M1 respectively. The learned counsel on either side have advanced their respective arguments.

5. The Point for my consideration is:-

"Whether the action of the management of Senior Divisional Engineer, Central Telegraph Office, Pondicherry-1, in terminating the services of the workman Sri Tamizhanbane is legal and justified? If not, to what relief the workman is entitled?"

Point:-

It is the contention of the Petitioner that he was working as full time Casual Labourer in the Central Telegraph Office, Pondicherry from 15-12-94. But, he has not mentioned in his Claim Statement as to how he happened to work in the Respondent/Management Telegraphic Department from 15-12-94. In the Counter Statement of the Respondent/Management, it is alleged that the father of the Petitioner late Sri Elfige Maurice was working as a Telegraph Overseer died while in service on 21-11-80 and then on application dated 30-7-93 by the Petitioner to the SSTT, Villupuram, the Petitioner was permitted to serve as part time water carrier and also for delivery of XX/XS/OS

messages and he was paid only daily wages and he was not paid monthly salary. It is further contended in the Counter Statement of the Respondent that the appointment of the Petitioner as full time Casual Labour was not in order and he was appointed after the cut off date 22-6-1989 without seeking permission from the competent authority and hence, the said appointment of the Petitioner was not in accordance with rules and regulations and the Petitioner cannot compel the Respondent to continue to do the illegal act. It is further contended in the Counter Statement of the Respondent that the Petitioner in his application dated 30-7-93 itself has stated that he will not claim any regular appointment. All these averments of the Respondent/Management in their Counter Statement have not been denied by the Petitioner by filing any reply statement and no one has been examined on the side of the Petitioner as a witness in this case to dispute these facts mentioned in the Counter Statement of the Respondent/Management. Thus, the above said contention of the Respondent/Management in their Counter Statement remains unrebuted.

6. It is the definite contention of the Respondent/Management in their Counter Statement that though the Petitioner had moved the Respondent/Management for an appointment after his father died on 21-11-1980 while in service on compassionate ground, the Petitioner has not been given appointment due to over age and also his brother was a government employee at that time. This fact pleaded by the Respondent/Management in their Counter Statement also has not been denied by the Petitioner. Ex. M1 is the xerox copy of the requisition letter of the Petitioner dated 30-7-93 seeking employment as part time Casual Labour in the Respondent/Management. In that letter the Petitioner has clearly stated that he being an over-aged man 36 years, he is ready to give assurance that he will not claim any regular appointment and requests the Senior Superintendent, Telegraph Villupuram Division to consider him as a part-time Casual Labour as an act of sympathy on him. From this, it is seen that even while seeking employment in the II Party/Management Telegraph department, the Petitioner was prepared to be an employee under the Respondent/Management as a part-time Casual Labour. It is admitted by the Respondent that the Petitioner was engaged as full time Casual Labourer, but the said appointment after the cut off date 22-6-89 was not in order, since permission from the competent authority has not been obtained. Ex. W1 is the xerox copy of the identity certificate dated 16-2-96 issued by the Respondent Department to the Petitioner. That was given by the Respondent/Management for attending literacy test. In that the Petitioner has shown as an employee working as full time Casual Labourer at Central Telegraph Office, Pondicherry. Ex. W2 is the xerox copy of the statement of particulars given by the Respondent/Department for the days the Petitioner had worked from December 1994 to December, 1996. Ex. W3 is the xerox copy of the memo dated 15-2-96 informing the mazdoors and chowkidars working in the

department including the Petitioner to appear for literacy test. Ex. W4 is the xerox copy of the representation dated 20-3-97 given by the Petitioner to the Respondent Department requesting for grant of temporary status. Ex. W5 is the xerox copy of the memo dated 23-10-97 of the Respondent/Telecom department, Tamil Nadu Circle to TDM Pondicherry. In that it is informed that the Petitioner, the casual mazdoor is not eligible for status, since the appointment was done without approval of the TDM Pondicherry and since the Casual Labour engagement is completely banned beyond 22-6-88, the casual mazdoor is to continue as casual mazdoor. Ex. W6 is the xerox copy of the notice dated 6-3-98 issued by the Respondent/Department to the Petitioner informing him that his service stands terminated with effect from the date of expiry of the period of one month from the date on which that notice is served on him. It was acknowledged by the Petitioner on 6-3-98. Ex. W7 is the xerox copy of the order dated 4-4-98 passed by the Respondent. In that order, it is shown that the Petitioner's name has been struck off from the rolls of Central Telegraph Office, Pondicherry on the afternoon of 5-4-98 on termination from service. From all these documents, it is seen that the Petitioner had been engaged by the Respondent/Department long subsequent to the ban on engagement of Casual Labour imposed on 22-6-88 and that was why his request for granting TSN status has been denied by the Respondent/Department on the ground that he was not eligible for the same and his appointment has been made without the approval of TDM, Pondicherry in 1993. From this, it is seen that the engagement of the Petitioner by the Respondent/Department itself long subsequent to the ban is only an illegal engagement and the Respondent has no power to engage the Petitioner again by reinstating the Petitioner in service. It is represented that the Respondent who engaged this Petitioner in service has already been retired on superannuation. Even for grant of TSN status, three requisite conditions have to be complied with. The essential conditions of the scheme are :—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year..

A xerox copy of the DGDOT, New Delhi regarding the grant of temporary status and regularisation of Casual Labourers along with the communication of Chief General Manager, Telecom, Tamil Nadu Circle to all the subordinates have been filed by the Respondent/Management, in this case. All these facts mentioned above, have not been denied or disputed on the side of the Pet. Under such circumstances, the contention of the Petitioner that the action of the Respo-

Management, without giving reasons in the notice of termination and without giving retrenchment compensation, the termination of service of the Petitioner is a violation of Section 25F of Industrial Disputes Act, 1947 cannot be accepted as correct. As contended by the Respondent, the termination of the service of the Petitioner is termination simplicitor and not retrenchment to attract the provisions of Section 25F of Industrial Disputes Act, 1947. Further, the Petitioner has been terminated from service by issuing one month's notice, which is legal and in order. The other contentions put forth by the learned counsel for the Petitioner are not applicable to the facts of the present case. So, in view of the above, it can be held that the action of the Respondent/Management, the Senior Divisional Engineer, Central Telegraph Office, Pondicherry in terminating the services of the workman Sri Tamizhabane is legal and justified and the concerned workman is not entitled for any relief. Thus, the point is answered accordingly.

7. In the result, an Award is passed holding that the I Party/Workman Sri Tamizhabane is not entitled for any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 16th May, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witnesses Examined :—

On either side : None

Exhibits marked :—

For the I Party/Workman :—

Ex.No.	Date	Description
W1	16-02-96	Xerox copy of the identity certificate issued by the II Party/Management to the Petitioner
W2	Nil	Xerox copy of the attendance sheet.
W3	15-02-96	Xerox copy of the memo issued by the Chief Superintendent, Central Telegraph Office, Chennai regarding filling up of Group D posts.
W4	20-03-97	Xerox copy of the representation of the Petitioner for grant of temporary status to the Telecom District Manager, Pondicherry.
W5	23-10-97	Xerox copy of the letter of Chief General Manager to the TDM, Pondicherry with regard to appointment of CLR.
W6	06-03-98	Xerox copy of the notice of termination issued to the Petitioner.
W7	04-04-98	Xerox copy of the order of termination issued to the Petitioner.

For the II Party/Management :—

M1 30-7-93 Xerox copy of the requisition letter of Petitioner seeking Employment as part-time Casual Labour.

नई दिल्ली, 21 मई, 2002

का.आ. 1932.—ऑटोग्राफ विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोग्राफ विवाद में केन्द्रीय सरकार ऑटोग्राफ अधिकारण चेन्नई के पंचाट (संदर्भ मंत्रा 156/2001) की प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[मेरा एल-40012/59/99-आई.आर.(डी.पू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1932.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 156/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 21-5-2002.

[No. L. 40012/59/99-IR/DU]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Thursday, the 30th April, 2002

Present : K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 156/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 151/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Umapathy and the Management of the Telecom Department.)

BETWEEN

Sri Tamizhanbane : I Party/Workman

AND

I. The Chief General Manager, : II Party/Management
Tamil Nadu Circle, Chennai.

2. The General Manager,
Telecommunications,
Kancheepuram Dist. Chennai
3. The Divisional Engineer (Admn.)
C/o General Manager
Telecommunications.
Kancheepuram Dist., Chennai
4. The Sub Divisional Engineer (Electrical)
Telecommunications, Chennai

APPEARANCES :

For the Workman	: M/s. M. Gnanasekar, C. Premavathi & G. Manjula, Advocates
For the Management	: Sri R. Kanniappan Addl. CGSC

The Govt. of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the concerned Industrial Dispute for adjudication vide their Order No. L-40012/59/99/IR (DU), dated 30-07-1999.—

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 151/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 156/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal 2-2-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 1-4-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Telecom in terminating the services of Sri K. Umapathy as casual mazdoor is legal and justified? If not, to what relief, the workmen are entitled?”

2. The facts of the Industrial dispute as pleaded by the I Party/Workman are briefly as follows :

The I Party/Workman Shri K. Umapathy (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter referred to as Respondent) on 1-3-1985 for digging, drawing wires, laying posts and for other allied jobs are directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 2103 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 25-6-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for confirmation of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessary to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous service and therefore, is entitled to be reinstated with all other service benefits including arrears to back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25-6-1995 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25-6-1995 and to pay all arrears to back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 1-03-1985 and his contention about continuous working with the Respondent/Department for a period of 2103 number of days of service and the alleged termination of the Petitioner from service on 25-6-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1994-95 for a period of less than 180 days. The department used to engage persons like the Petitioner when there was work. Since there was no work, he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/Telecom Department would take the Petitioner back to service. In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are :—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.c. 1-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 1-10-1989; and
4. There should not be a break for a period of more than one year;

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification, the service particulars submitted by the Petitioner were found to be bogus and manufactured one. So, the department did not consider the claim of the Petitioner. The Petitioner had submitted false service particulars, with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workmen like the

Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases.

On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management of Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service Certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is—

"Whether the action of the management of telecom in terminating the services of Sri K. Umapathy as casual mazdoor is legal and justified ? If not, to what relief, the workman is entitled?"

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these Petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW2, respectively have been marked. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W2 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the

Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all those things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasckar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1985 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is *an initio* void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements.

The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appointed them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence through Ex. M2 to M75 original muster rolls marked in the cross examination of WW1 and WW2, and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination, when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates, that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as

Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this, it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management, by production of original muster rolls which have been referred to in service certificates of the Petitioners, that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen, as contended by the learned counsel for the Respondent/Management in his argument, that the particulars given in the service certificates produced by the Petitioners are not true particulars, but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date

of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them, as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management, in regular course, did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days, preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day of 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined :—

For the I Party/Workmen :—

W.W. 1 - Sh. K. Umapathy	(Petitioner in I.D. 156/2001)
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W.W. 2 - Sh. K. Mohan	Petitioner in I.D. 262/2001)
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For the II Party/Management :—

M.W. 1 - Sh. P. Chandrasekar [DE (Legal and Commercial)]	Examined in I.D. No. 11/2001 and has taken as Common evidence in this case.
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<i>Common Documents Marked :—</i>	M31	- Xerox copy of M.R. No. 13/20863
<i>For the I Party/Workmen :—</i>	M32	- Xerox copy of M.R. No. 12/20869
W1 Series (7) - Original service certificates issued in favour of Petitioners.	M33	- Xerox copy of M.R. No. 23/20869
W2 - Original Service Note Book.	M34	- Xerox copy of M.R. No. 20/04631
W3 Series(7) - Xerox copy of the service certificates issued in favour of Petitioners.	M35	- Xerox copy of M.R. No. 24/2
<i>For the II Party/Management :—</i>	M36	- Xerox copy of M.R. No. 12/4
M1 - Xerox copy of the service certificate issued in favour of Petitioners.	M37	- Xerox copy of M.R. No. 14/4
M2 - Xerox copy of M.R. No. 05850	M38	- Xerox copy of M.R. No. 4/5
M3 - Xerox copy of M.R. No. 05851	M39	- Xerox copy of M.R. No. 7/5
M4 - Xerox copy of M.R. No. 07188	M40	- Xerox copy of M.R. No. 10/5
M5 - Xerox copy of M.R. No. 07193	M41	- Xerox copy of M.R. No. 11/5
M6 - Xerox copy of M.R. No. 19/04693	M42	- Xerox copy of M.R. No. 17/5
M7 - Xerox copy of M.R. No. 18/04693	M43	- Xerox copy of M.R. No. 22/5
M8 - Xerox copy of M.R. No. 3/06114	M44	- Xerox copy of M.R. No. 4/59
M9 - Xerox copy of M.R. No. 9/06114	M45	- Xerox copy of M.R. No. 04978
M10 - Xerox copy of M.R. No. 18/06114	M46	- Xerox copy of M.R. No. 8/06216
M11 - Xerox copy of M.R. No. 6/06115	M47	- Xerox copy of M.R. No. 07188
M12 - Xerox copy of M.R. No. 5/06115	M48	- Xerox copy of M.R. No. 7/4427
M13 - Xerox copy of M.R. No. 18/06115	M49	- Xerox copy of M.R. No. 15/06117
M14 - Xerox copy of M.R. No. 1/08511	M50	- Xerox copy of M.R. No. 9/06114
M15 - Xerox copy of M.R. No. 19/07289	M51	- Xerox copy of M.R. No. 18/06114
M16 - Xerox copy of M.R. No. 7/4427	M52	- Xerox copy of M.R. No. 6/06115
M17 - Xerox copy of M.R. No. 4/4431	M53	- Xerox copy of M.R. No. 18/06115
M18 - Xerox copy of M.R. No. 13/15948	M54	- Xerox copy of M.R. No. 1/08511
M19 - Xerox copy of M.R. No. 15/06117	M55	- Xerox copy of M.R. No. 2/08511
M20 - Xerox copy of M.R. No. 21/06119	M56	- Xerox copy of M.R. No. 22/08511
M21 - Xerox copy of M.R. No. 13/08512	M57	- Xerox copy of M.R. No. 13/08512
M22 - Xerox copy of M.R. No. 23/08512	M58	- Xerox copy of M.R. No. 23/08512
M23 - Xerox copy of M.R. No. 10/08513	M59	- Xerox copy of M.R. No. 10/08513
M24 - Xerox copy of M.R. No. 11/08514	M60	- Xerox copy of M.R. No. 15/20861
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M26 - Xerox copy of M.R. No. 18/20861	M62	- Xerox copy of M.R. No. 12/20862
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M30 - Xerox copy of M.R. No. 02/20868	M66	- Xerox copy of M.R. No. 09/20866
	M67	- Xerox copy of M.R. No. 03/20867
	M68	- Xerox copy of M.R. No. 14/20867

M69	- Xerox copy of M.R. No. 02/20868	BETWEEN
M70	- Xerox copy of M.R. No. 12/20869	Sri G. Venugopal : 1 Party/Workman
M71	- Xerox copy of M.R. No. 06/21253	AND
M72	- Xerox copy of M.R. No. 13/27	1. The Chief General Manager, : II Party/Management
M73	- Xerox copy of M.R. No. 19/29	Tamil Nadu Circle, Chennai.
M74	- Xerox copy of M.R. No. 4/29	2. The General Manager,
M75	- Xerox copy of M.R. No. 20/29	Telecommunications, Kancheepuram Dist., Chennai

नई दिल्ली, 21 मई, 2002

का. आ. 1933.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 163/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[म. एन-40012/71/99-आई.आर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1933.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 163/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Deptt. and their workman, which was received by the Central Government on 21-05-2002.

[No. L-40012/71/99-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Tuesday, the 30th April, 2002

PRESENT:

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE CASE NO. 163/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 159/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Venugopal and the Management of the Telecom Department.]

- Sri G. Venugopal : 1 Party/Workman
- AND
- 1. The Chief General Manager, : II Party/Management
Tamil Nadu Circle, Chennai.
- 2. The General Manager,
Telecommunications,
Kancheepuram Dist., Chennai
- 3. The Divisional Engineer (Admn.)
O/o General Manager
Telecommunications,
Kancheepuram Dist., Chennai
- 4. The Sub Divisional Engineer (Construction)
Telecommunications, Sripurumpudur.

APPEARANCES :

For the Workman	: M/s. M. Gnanasekar, C. Premavathi & G. Manjula, Advocates
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For the Management	: Sri R. Kannappan Addl. CGSC
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The Govt. of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the concerned Industrial Dispute for adjudication vide their Order No. L-40012/71/99-IR (DU), dated 30-07-1999 :—

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 159/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 163/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 5-2-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 1-4-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for

consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Telecom in terminating the services of Sri G. Venugopal as casual mazdoor is legal and justified? If not, to what relief, the workmen is entitled?”

2. The facts of the Industrial dispute as pleaded by the I Party/Workman are briefly as follows:

The I Party/Workman Shri G. Venugopal (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) on 1-12-1984 for digging, drawing wires, laying posts and for other allied jobs are directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 1271 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 25-6-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation as ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service

benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25-6-95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 1-12-1984 and his contention about continuous working with the Respondent/Department for a period of 1271 number of days of service and the alleged termination of the Petitioner from service on 25-6-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1995 for a period of less than 240 days. The department used to engage persons like the Petitioner when there was work. Since there was no work, he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/Telecom Department would take the Petitioner back to service. In 1989, a Scheme called ‘Grant of Temporary Status to Casual Labourers’ was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are:—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 1-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 1-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification, the service particulars submitted by the Petitioner were found to be bogus and manufactured one. So, the department did not consider the claim of the Petitioner had submitted false service particulars, with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual

Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workmen like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases.

On the side of the Petitioner, the Xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management of Xerox copy of the services certificate WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service Certificates under Ex. W1 and W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is—

“Whether the action of the management of telecom in terminating the services of Sri G. Venugopal as casual mazdoor is legal and justified? If not, to what relief, the workman is entitled?”

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has conducted. Two out of these Petitioners have been examined as WW1 and WW2 W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates

issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telccom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim

Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is *ab initio void* and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appoint them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence through Ex. M 2 to M 75 original muster rolls marked in the cross examination of WW1 and WW2, and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination, when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates, that their names have not been available in the original muster rolls, maintained by the Telecom Department. The Xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion was put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross

examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this, it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management, by production of original muster rolls which have been referred to in service certificates of the Petitioners, that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen, as contended by the learned counsel for the Respondent/Management in his argument, that the particulars given in the service certificates produced by the Petitioners are not true particulars, but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing

exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them, as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management, in regular course, did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under Section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days, preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses as Examined :—

For the I Party/Workmen :—

W.W. 1 -	Sh. K. Umapathy	(Petitioner in I.D. 156/2001)
W.W. 2 -	Sh. K. Mohan	Petitioner in I.D. 262/2001)

For the II Party/Management :—

M.W. 1 -	Sh. P. Chandrasekar [DE (Legal and Commercial)]
	Examined in I.D. No. 11/2001 and has taken as Common evidence in this case.

Common Documents Marked .—

For the I Party/Workmen :—

W1 Series (7) -	Original service certificates issued in favour of Petitioners.
W2	- Original Service Note Book.
W3 Series(7) -	Xerox copy of the service certificates issued in favour of Petitioners.

For the II Party/Management :—

M1	- Xerox copy of the service certificate issued in favour of Petitioners
M2	- Xerox copy of M.R. No. 05850
M3	- Xerox copy of M.R. No. 05851
M4	- Xerox copy of M.R. No. 07188
M5	- Xerox copy of M.R. No. 07193
M6	- Xerox copy of M.R. No. 19/04693
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M20	- Xerox copy of M.R. No. 21/06119	M57	- Xerox copy of M.R. No. 13/08512
M21	- Xerox copy of M.R. No. 13/08512	M58	- Xerox copy of M.R. No. 23/08512
M22	- Xerox copy of M.R. No. 23/08512	M59	- Xerox copy of M.R. No. 10/08513
M23	- Xerox copy of M.R. No. 10/08513	M60	- Xerox copy of M.R. No. 15/20861
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M31	- Xerox copy of M.R. No. 13/20863	M68	- Xerox copy of M.R. No. 14/20867
M32	- Xerox copy of M.R. No. 12/20869	M69	- Xerox copy of M.R. No. 02/20868
M33	- Xerox copy of M.R. No. 23/20869	M70	- Xerox copy of M.R. No. 12/20869
M34	- Xerox copy of M.R. No. 20/04631	M71	- Xerox copy of M.R. No. 06/21253
M35	- Xerox copy of M.R. No. 24/2	M72	- Xerox copy of M.R. No. 13/27
M36	- Xerox copy of M.R. No. 12/4	M73	- Xerox copy of M.R. No. 19/29
M37	- Xerox copy of M.R. No. 14/4	M74	- Xerox copy of M.R. No. 4/29
M38	- Xerox copy of M.R. No. 4/5	M75	- Xerox copy of M.R. No. 20/29
M39	- Xerox copy of M.R. No. 7/5		
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M54	- Xerox copy of M.R. No. 1/08511		
M55	- Xerox copy of M.R. No. 2/08511		

नई दिल्ली, 21 मई, 2002

का. आ. 1934.—ऑटोग्राफिक विवाद अधिनियम, 1947 (1947 का 14) की भाग 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोग्राफिक विवाद में केन्द्रीय सरकार औटोग्राफिक अधिकारण चेन्नई के पंचाट (मंदर्भ संख्या 189/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. एल-40012/87/99-आई. आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1934.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 189/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Deptt. and their workman, which was received by the Central Government on 21-05-2002.

[No. L-40012/87/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Tuesday, the 30th April, 2002

PRESENT:

K KARTHIKEYAN
Presiding Officer

INDUSTRIAL DISPUTE NO. 189/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 220/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Boopathy and the management of the General Manager, Telecommunications, Kancheepuram Dist. Chennai.)

BETWEEN

Sri K. Boopathy : I Party/Workman
AND
The General Manager, : II Party/Management
Telecommunications,
Kancheepuram Dist , Chennai.

APPEARANCES :

For the Workman : M/s. M. Gnanasekar,
C. Premavathi &
G. Manjula,
Advocates
For the Management : Sri R. Kanniappan
Addl. CGSC

The Govt. of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the concerned Industrial Dispute for adjudication vide their Order No. L-40012/87/99/IR (DU), dated 25-08-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 220/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 189/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 6-2-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 1-4-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

"Whether the demand of the workman Shri K. Boopathy for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified ? If not, to what relief, the workmen is entitled ?"

2. The facts of the Industrial dispute as pleaded by the I Party/Workman are briefly as follows :

The I Party/Workman Shri K. Boopathy (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) in August, 1984 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 886 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/ Telecom. Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 25-6-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telccom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessary to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in

violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation as ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears to back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25-6-95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour during August, 1984 and his contention about continuous working with the Respondent/Department for a period of 886 number of days of service and the alleged termination of the Petitioner from service on 25-6-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages being during 1995 for a short spell less than 240 days. The department used to engage persons like the Petitioner when there was work. Since there was no work, he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/Telecom Department would take the Petitioner back to service. In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are :—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 1-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 1-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On

verification, the service particulars submitted by the Petitioner were found to be bogus and manufactured one. So, the department did not consider the claim of the Petitioner had submitted false service particulars, with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workmen like the Petitioner pending enquiry before the Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases.

On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management of xerox copy of the services certificate ww1 filed before the conciliating authority earlier and the xerox copies of the original muster rolls which are mentioned in those Service Certificates under Ex. W1 and W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is—

"Whether the demand of the workman Shri K. Boopathy for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, the workman is entitled?"

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has conducted. Two out of these Petitioners have been examined as WW1 and WW2 W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been

marked. On the side of the Management the xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confertemporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P.

Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is an *initio* void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appoint them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence through Ex. M 2 to M75 original muster rolls marked in the cross examination of WW1 and WW2, and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination, when their attention have been drawn to the entries in the original muster rolls mentioned in their service

certificates, that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this, it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the Petitioners that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen, as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are not true particulars but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period

and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them, as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management, in regular course, did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under Section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days, preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent

to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day of 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined :

For the I Party/Workmen :

- | | |
|-------------------------|----------------------------------|
| W.W.1 - Sh. K. Umapathy | (Petitioner in I.D.
156/2001) |
| W.W.2 - Sh. K. Mohan | (Petitioner in I.D.
262/2001) |

For the II Party/Management :

- M.W. 1 - Sh. P. Chandrasekar [DE (Legal and Commercial)]
Examined in I.D. No. 11/2001 and has taken as
Common evidence in this case.

Common Documents Marked :

For the I Party/Workmen :

- | | |
|-----------------|---|
| W1 Series (7) - | Original service certificates issued in favour of Petitioners. |
| W2 | - Original Service Note Book. |
| W3 Series (7) - | Xerox copy of the service certificates issued in favour of Petitioners. |

For the II Party/Management :

- | | |
|-----|--|
| M1 | - Xerox copy of the service certificate issued in favour of Petitioners. |
| M2 | - Xerox copy of M.R. No. 05850 |
| M3 | - Xerox copy of M.R. No. 05851 |
| M4 | - Xerox copy of M.R. No. 07188 |
| M5 | - Xerox copy of M.R. No. 07193 |
| M6 | - Xerox copy of M.R. No. 10/04693 |
| M7 | - Xerox copy of M.R. No. 18/04693 |
| M8 | - Xerox copy of M.R. No. 3/06114 |
| M9 | - Xerox copy of M.R. No. 9/06114 |
| M10 | - Xerox copy of M.R. No. 18/06114 |
| M11 | - Xerox copy of M.R. No. 6/06115 |
| M12 | - Xerox copy of M.R. No. 5/06115 |
| M13 | - Xerox copy of M.R. No. 18/06115 |
| M14 | - Xerox copy of M.R. No. 1/08511 |

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| M15 | - Xerox copy of M.R. No. 19/07289 |
| M16 | - Xerox copy of M.R. No. 7/4427 |
| M17 | - Xerox copy of M.R. No. 4/4431 |
| M18 | - Xerox copy of M.R. No. 13/15948 |
| M19 | - Xerox copy of M.R. No. 15/06117 |
| M20 | - Xerox copy of M.R. No. 21/06119 |
| M21 | - Xerox copy of M.R. No. 13/08512 |
| M22 | - Xerox copy of M.R. No. 23/08512 |
| M23 | - Xerox copy of M.R. No. 10/08513 |
| M24 | - Xerox copy of M.R. No. 11/08514 |
| M25 | - Xerox copy of M.R. No. 15/20861 |
| M26 | - Xerox copy of M.R. No. 18/20861 |
| M27 | - Xerox copy of M.R. No. 12/20862 |
| M28 | - Xerox copy of M.R. No. 11/20863 |
| M29 | - Xerox copy of M.R. No. 03/20867 |
| M30 | - Xerox copy of M.R. No. 02/20868 |
| M31 | - Xerox copy of M.R. No. 13/20863 |
| M32 | - Xerox copy of M.R. No. 12/20869 |
| M33 | - Xerox copy of M.R. No. 23/20869 |
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| M38 | - Xerox copy of M.R. No. 4/5 |
| M39 | - Xerox copy of M.R. No. 7/5 |
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| M41 | - Xerox copy of M.R. No. 11/5 |
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| M52 | - Xerox copy of M.R. No. 6/06115 |

- M53 - Xerox Copy of M.R. No. 18/06115
- M54 - Xerox Copy of M.R. No. 1/08511
- M55 - Xerox Copy of M.R. No. 2/08511
- M56 - Xerox Copy of M.R. No. 22/08511
- M57 - Xerox Copy of M.R. No. 13/08512
- M58 - Xerox Copy of M.R. No. 23/08512
- M59 - Xerox Copy of M.R. No. 10/08513
- M60 - Xerox Copy of M.R. No. 15/20861
- M61 - Xerox Copy of M.R. No. 18/20861
- M62 - Xerox Copy of M.R. No. 12/20862
- M63 - Xerox Copy of M.R. No. 11/20863
- M64 - Xerox Copy of M.R. No. 19/20863
- M65 - Xerox Copy of M.R. No. 11/20864
- M66 - Xerox Copy of M.R. No. 09/20866
- M67 - Xerox Copy of M.R. No. 03/20867
- M68 - Xerox Copy of M.R. No. 14/20867
- M69 - Xerox Copy of M.R. No. 02/20868
- M70 - Xerox Copy of M.R. No. 12/20869
- M71 - Xerox Copy of M.R. No. 06/21253
- M72 - Xerox Copy of M.R. No. 13/27
- M73 - Xerox Copy of M.R. No. 19/29
- M74 - Xerox Copy of M.R. No. 4/29
- M75 - Xerox Copy of M.R. No. 20/29

नई दिल्ली, 21 मई, 2002

का.आ. 1935.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 190/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-40012/88/99-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1935.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 190/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 21-5-2002.

[No. L-40012/88/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

PRESENT: K. Karthikeyan,
Presiding Officer

INDUSTRIAL DISPUTE NO. 190/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 221/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. Devaraj and the management of the General Manager, Telecommunications, Kancheepuram Distt. Chennai].

BETWEEN

Sri G. Devaraj : I Party/Workman

AND

The General Manager, : II PARTY/Management
Telecommunications,
Kancheepuram Distt., Chennai

APPEARANCE:

For the Workman : M/s M. Gananasekar,
C. Premavathi &
G. Manjula,
Advocates

For the Management : Sri R. Kanniappan
Addl. CGSC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/88/99-IR(DU) dated 25-08-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 221/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 190/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 06-02-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01-04-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material

papers on record, the oral and documentary evidence let in on either side, and after hearing the arguments advanced by the learned counsel for the II party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the demand of the workman Shri G. Devaraj for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief the workman is entitled?”

2. The facts of the industrial dispute as pleaded by the I Party/Workman are briefly as follows:—

The I Party/Workman Shri G. Devaraj (hereinafter referred to as Petitioner) was engaged as casual labour in the II party/Management Telecom Department (hereinafter referred to as Respondent) on 27-10-1984 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the petitioner has been continuously working with the Respondent, and has put in 897 number of days of service, he has not been regularised. The department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said scheme, which is illegal and arbitrary. The I Party/workman has been denied employment w.e.f. 15-06-1995 and, when his services were terminated he was getting Rs. 60/- as daily wages. When he approached the concerned authority for confirmation temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the petitioner was not given any opportunity before his services were discontinued. The petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the

respondent/Department in terminating the services of the Petitioner without notice or compensation is *ab initio* void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 15-6-95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 15-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 27-10-1984 and his contention about continuous working with the Respondent/Department for a period of 897 number of days of service and the alleged termination of the Petitioner from service on 15-06-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other causal works on daily rated wages basis during 1995 for a period of 137 days only. The department used to engage persons like the Petitioner when there was work. Since there was no work he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/Telecom Department would take the petitioner back to service. In 1989, a Scheme called ‘Grant Temporary Status to Casual Labourers’ was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are:—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification, the service particulars submitted by the Petitioner were found to be bogus and manufactured one. So, the department did not consider the claim of the Petitioner. The Petitioner had submitted false service particulars, with a view

to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petitioner.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workman like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases. On the side of the petitioner, the zerox copy of the service certificates have been marked as common workmen exhibits. On the side of the Management the zerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Zerox copies of the original muster rolls which are mentioned in those service certificates under Ex W1 to W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is—

“Whether the demand of the workman Shri G. Devaraj for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief the workman is entitled?”

Point —

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the Management the zerox copy of the service certificate of WW1 filed before the conciliating authority earlier and the zerox copies of the original muster rolls which are mentioned in those Service certificates under Ex

W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposcd as common witnesses for these Petitioners have stated in the cross-examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respectively Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for their case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/

Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appointed them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence through Ex. M2 to M75, original muster rolls marked in the cross examination of WW1 and WW2 and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates that their names have not been available in the original muster rolls, maintained by the Telecom Department. The zerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Man-

agement MW1, no suggestion was put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the petitioners to prove their respective service certificates. From these common evidence available, it is seen that these petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioner who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attending were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the petitioners that the petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are not true particulars but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these petitioners have not worked continuously from 1984 to 1995. Further, it is seen from evidence available that the petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these petitioners attended as Casual Labourers in the Respondent/

Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before the Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management in regular course did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined :—

For the I Party/Workmen :—

W.W.1 —Sh. K. Umapathy (Petitioner in I.D. 156/2001)

W.W.2 —Sh. K. Mohan (Petitioner in I.D. 262/2001)

For the II Party/Management :—

M.W.1 —Sh. P. Chandraskar [DE (Legal & Commercial)]
Examined in I. D. No. 11/2001 and has taken as
Common evidence in this case.

Common Documents Marked :—

For the I Party/Workmen :—

W.1 Series (7) — Original service certificates issued in
favour of Petitioners.

W2 — Original Service Note Book.

W3 Series (7) — Xerox copy of the service certificates
issued in favour of Petitioners.

For the II Party/Management :—

M1 — Xerox copy of the service certificate issued in
favour of Petitioners

M2 — Xerox copy of M.R. No. 05850

M3 — Xerox copy of M.R. No. 05851

M4 — Xerox copy of M.R. No. 07188

M5 — Xerox copy of M.R. No. 07193

M6 — Xerox copy of M.R. No. 19/04693

M7 — Xerox copy of M.R. No. 18/04693

M8 — Xerox copy of M.R. No. 3/06114

M9 — Xerox copy of M.R. No. 9/06114

M10 — Xerox copy of M.R. No. 18/06114

M11 — Xerox copy of M.R. No. 6/06115

M12 — Xerox copy of M.R. No. 5/06115

M13 — Xerox copy of M.R. No. 18/06115

M14 — Xerox copy of M.R. No. 1/08511

M15 — Xerox copy of M.R. No. 19/07289

M16 — Xerox copy of M.R. No. 7/4427

M17 — Xerox copy of M.R. No. 4/4431

M18 — Xerox copy of M.R. No. 13/15948

M19 — Xerox copy of M.R. No. 15/06117

M20 — Xerox copy of M.R. No. 21/06119

M21 — Xerox copy of M.R. No. 13/08512

M22 — Xerox copy of M.R. No. 23/08512

M23	— Xerox copy of M.R. No. 10/08513	M71	— Xerox copy of M.R. No.06/21253
M24	— Xerox copy of M.R. No. 11/08514	M72	— Xerox copy of M.R. No.13/27
M25	— Xerox copy of M.R. No 15/20861	M73	— Xerox copy of M.R. No.19/29
M26	— Xerox copy of M.R. No. 18/20861	M74	— Xerox copy of M.R. No.4/29
M27	— Xerox copy of M.R. No. 12/20862	M75	— Xerox copy of M.R. No.20/29
M28	— Xerox copy of M.R. No. 11/20863		
M29	— Xerox copy of M.R. No. 03/20867		
M30	— Xerox copy of M.R. No. 02/20868		
M31	— Xerox copy of M.R. No. 13/20863		
M32	— Xerox copy of M.R. No. 12/20869		
M33	— Xerox copy of M.R. No. 23/20869		
M34	— Xerox copy of M.R. No.20/04631		
M35	— Xerox copy of M.R. No. 24/2		
M36	— Xerox copy of M.R. No. 12/4		
M37	— Xerox copy of M.R. No. 14/4		
M38	— Xerox copy of M.R. No. 4/5		
M39	— Xerox copy of M.R. No. 7/5		
M40	— Xerox copy of M.R. No. 10/5		
M41	— Xerox copy of M.R. No. 11/5		
M42	— Xerox copy of M.R. No 17/5		
M43	— Xerox copy of M.R. No. 22/5		
M44	— Xerox copy of M.R. No 4/59		
M45	— Xerox copy of M.R. No.04978		
M46	— Xerox copy of M.R. No.8/06216		
M47	— Xerox copy of M.R. No.07188		
M48	— Xerox copy of M.R. No.7/4427		
M49	— Xerox copy of M.R. No.15/06117		
M50	— Xerox copy of M.R. No.9/06114		
M51	— Xerox copy of M.R. No 18/06114		
M52	— Xerox copy of M.R. No 6/06115		
M53	— Xerox copy of M.R. No 18/06115		
M54	— Xerox copy of M.R. No.1/08511		
M55	— Xerox copy of M.R. No.2/08511		
M56	— Xerox copy of M.R. No 22/08511		
M57	— Xerox copy of M.R. No.13/08512		
M58	— Xerox copy of M.R. No.23/08512		
M59	— Xerox copy of M.R. No 10/08513		
M60	— Xerox copy of M.R. No.15/20861		
M61	— Xerox copy of M.R. No 18/20861		
M62	— Xerox copy of M.R. No.12/20862		
M63	— Xerox copy of M.R. No.11/20863		
M64	— Xerox copy of M.R. No.19/20863		
M65	— Xerox copy of M.R. No.11/20864		
M66	— Xerox copy of M.R. No.09/20866		
M67	— Xerox copy of M.R. No.03/20867		
M68	— Xerox copy of M.R. No.14/20867		
M69	— Xerox copy of M.R. No.02/20868		
M70	— Xerox copy of M.R. No.12/20869		

नई दिल्ली, 21 मई, 2002

का.आ. 1936.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 196/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[म.प्ल-40012/89/99-आई.आर(डी.यू.)]

कुलदीप गय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1936.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref No 196/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 21-5-2002.

[No. L-40012/89/99-IR(DU)]

KUKDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

Present. K. KARTHIKEYAN
Presiding Officer

INDUSTRIAL DISPUTE NO 196/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 233/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri G. David and the management of the General

Manager, Telecommunications, Kancheepuram Dist.
Chennai).

BETWEEN

Sri S. David	: I Party/Workman
	AND
The General Manager,	II Party/Management
Telecommunications,	
Kancheepuram Dist, Chennai	
APPEARANCE.	
For the Workman	: M/s. M. Gnanasekar, C. Premavathi & G. Manjula. Advocates
For the Management	: Sri R. Kanniappan Addl. CGSC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No L-40012/89/99/IR(DU) dated 25-08-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 233/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 190/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 06-02-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01-04-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side, as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the General Manager,

Telecommunications, Chengalpattu in terminating the service of Sh. S. David, casual mazdoor is legal and justified? If not, to what relief is entitled?”

2. The facts of the industrial dispute as pleaded by the I Party/Workman are briefly as follows:—

The I Party/Workman Shri. S. David (hereinafter refers to as Petitioner) was engaged as casual labour in the II party Management Telecom Department (hereinafter refers to as Respondent) on 10-3-1985 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the petitioner has been continuously working with the Respondent, and has put in 1917 number of days of service, he has not been regularised. The department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and regularization) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said scheme, which is illegal and arbitrary. The I Party/workman has been denied employment w.e.f. 15-06-1995 and, when his services were terminated he was getting Rs. 60/- as daily wages. When he approached the concerned authority for conferment temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the service of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the petitioner was not given any opportunity before his service were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the service of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 15-6-95 is illegal and arbitrary and

consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 15-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and Additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 13-3-85 and his contention about continuous working with the Respondent/Department for a period of 1917 number of days of service and the alleged termination of the petitioner from service on 15-06-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1995 for a period of 141 days only. The department used to engage the Petitioner as and when there was work. Since there was no work he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/Telecom Department would take the petitioner back to service. In 1989, a Scheme called 'Grant' of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are :—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The petitioner was directed to furnish the service particulars to grant temporary status and the petitioner also furnished the service particulars. since the petitioner did not fulfil all the aforesaid mandatory conditions he could not be granted TSM status. The service particulars submitted by the Petitioner were scrutinized and found to be bogus. The petitioner had produced false service certificates with a view to get benefits like regularisation etc. from the department. so, the department did not consider the claim of the petitioner. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per

the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petitioner.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workman like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the Zerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management the Zerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Zerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II party/Management has advanced his arguments.

5. The Point for my consideration is—

"Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Sh. S. David, casual mazdoor is legal and justified? If not, to what relief is entitled?"

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these Petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the Management the Zerox copy of the service certificate of WW1 filed before the conciliating authority earlier and the Zerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their

respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service

in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appointed them and where they have worked and who in the Respondent/Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence, evidence through Ex. M 2 to M 75, original muster rolls in the cross examination of WW1 and WW2 and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates that their names have not been available in the original muster rolls, maintained by the Telecom Department. The zerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these

common evidences available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioner who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the Petitioners that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are not true particulars but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been

demonstrated before the Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management in regular course did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under Section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined :—

For the I Party/Workmen :—

W.W.1 —Sh. K. Umapathy (Petitioner in I.D. 156/2001)

W.W.2 —Sh. K. Mohan (Petitioner in I.D. 262/2001)

For the II Party/Management :—

M.W.1 —Sh. P. Chandrasckar [DE (Legal & Commercial)
Examined in I. D. No. 11/2001 and has taken as
Common evidence in this case.

Common Documents Marked :—

For the I Party/Workmen :—

W.1 Series (7) — Original service certificates issued in
favour of Petitioners.

W2 — Original Service Note Book.

W3 Series (7) — Xerox copy of the service certificates
issued in favour of Petitioners.

For the II Party/Management :—

M 1 — Xerox copy of the service certificate issued in
favour of Petitioners.

M 2 — Xerox copy of M.R. No. 05850

M 3 — Xerox copy of M.R. No. 05851

M 4 — Xerox copy of M.R. No. 07188

M 5 — Xerox copy of M.R. No. 07193

M 6 — Xerox copy of M.R. No. 19/04693

M 7 — Xerox copy of M.R. No. 18/04693

M 8 — Xerox copy of M.R. No. 3/06114

M 9 — Xerox copy of M.R. No. 9/06114

M 10 — Xerox copy of M.R. No. 18/06114

M 11 — Xerox copy of M.R. No. 6/06115

M 12 — Xerox copy of M.R. No. 5/06115

M 13 — Xerox copy of M.R. No. 18/06115

M 14 — Xerox copy of M.R. No. 1/08511

M 15 — Xerox copy of M.R. No. 19/07289

M 16 — Xerox copy of M.R. No. 7/4427

M 17 — Xerox copy of M.R. No. 4/4431

M 18 — Xerox copy of M.R. No. 13/15948

M 19 — Xerox copy of M.R. No. 15/06117

M 20 — Xerox copy of M.R. No. 21/06119

M 21 — Xerox copy of M.R. No. 13/08512

M 22 — Xerox copy of M.R. No. 23/08512

M 23 — Xerox copy of M.R. No. 10/08513

M 24 — Xerox copy of M.R. No. 11/08514

M 25 — Xerox copy of M.R. No. 15/20861

M 26 — Xerox copy of M.R. No. 18/20861

M 27 — Xerox copy of M.R. No. 12/20862

M 28 — Xerox copy of M.R. No. 11/20863

M 29 — Xerox copy of M.R. No. 03/20867

M 30 — Xerox copy of M.R. No. 02/20868

M 31 — Xerox copy of M.R. No. 13/20863

M 32 — Xerox copy of M.R. No. 12/20869

M 33 — Xerox copy of M.R. No. 23/20869

M 34 — Xerox copy of M.R. No. 20/04631

M 35 — Xerox copy of M.R. No. 24/2

M 36 — Xerox copy of M.R. No. 12/4

M 37 — Xerox copy of M.R. No. 14/4

M 38 — Xerox copy of M.R. No. 4/5

M 39 — Xerox copy of M.R. No. 7/5

M 40 — Xerox copy of M.R. No. 10/5

M 41 — Xerox copy of M.R. No. 11/5

M 42 — Xerox copy of M.R. No. 17/5

M 43 — Xerox copy of M.R. No. 22/5

M 44 — Xerox copy of M.R. No. 4/59

M 45 — Xerox copy of M.R. No. 04978

M 46 — Xerox copy of M.R. No. 8/06216

M 47 — Xerox copy of M.R. No. 07188

M 48 — Xerox copy of M.R. No. 7/4427

M 49 — Xerox copy of M.R. No. 15/06117

M 50 — Xerox copy of M.R. No. 9/06114

M 51 — Xerox copy of M.R. No. 18/06114

M 52 — Xerox copy of M.R. No. 6/06115

M 53 — Xerox copy of M.R. No. 18/06115

M 54 — Xerox copy of M.R. No. 1/08511

M 55 — Xerox copy of M.R. No. 2/08511

M 56 — Xerox copy of M.R. No. 22/08511

M 57 — Xerox copy of M.R. No. 13/08512

M 58 — Xerox copy of M.R. No. 23/08512

M 59 — Xerox copy of M.R. No. 10/08513

M 60 — Xerox copy of M.R. No. 15/20861

M 61 — Xerox copy of M.R. No. 18/20861

M 62 — Xerox copy of M.R. No. 12/20862

M 63 — Xerox copy of M.R. No. 11/20863

M 64 — Xerox copy of M.R. No. 19/20863

M 65 — Xerox copy of M.R. No. 11/20864

M 66 — Xerox copy of M.R. No. 09/20866

M 67 — Xerox copy of M.R. No. 03/20867

M 68 — Xerox copy of M.R. No. 14/20867

M 69 — Xerox copy of M.R. No. 02/20868

M 70 — Xerox copy of M.R. No. 12/20869

M 71 — Xerox copy of M.R. No. 06/21253

M 72 — Xerox copy of M.R. No. 13/27

M 73 — Xerox copy of M.R. No. 19/29

M 74 — Xerox copy of M.R. No. 4/29

M 75 — Xerox copy of M.R. No. 20/29

नई दिल्ली, 21 मई, 2002

का.आ. 1937.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 220/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-40012/90/99-आई.आर. (डी.यू.)]

कुलदीप राय बर्मा, डैस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1937.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 200/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Deptt. and their workman, which was received by the Central Government on 21-5-2002.

[No. L-40012/90/99-IR(D.U.)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
CHENNAI

Tuesday, the 30th April, 2002

PRESENT.

K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 220/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 227/99)
(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri V. Kaviarasu and the management of the General Manager, Telecommunications, Kancheepuram Dist. Chennai.)

BETWEEN

Sri V. Kaviarasu	:	I Party/Workman
	AND	
1. The General Manager,	:	II Party/Management
Telecommunications,		
Kancheepuram Dist, Chennai.		

APPEARANCES:

For the Workman	:	M/s. M. Gnanasekar, C. Premavathi and G. Manjula, Advocates
For the Management	:	Sir R. Kannianpan Addl. CGSC

The Government of India, Ministry of Labour in exercise of the powers conferred by clause (d) of Sub-section (1) and

Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/90/99-IR(DU) dated 26-08-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 227/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 220/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 08-02-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01.04.2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the Demand of the workman Sh. V. Kaviarasu for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, he is entitled?”

2. The facts of the industrial dispute as pleaded by the I Party/Workman are briefly as follows :—

The I Party/Workman Sh. V. Kaviarasu (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) on 10.03.1985 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 1403 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 25-06-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for conferment of temporary status, he

was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25.6.95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 10.03.1985 and his contention about continuous working with the Respondent/Department for a period of 1403 number of days of service and the alleged termination of the Petitioner from service on 25-06-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1995 for a period of 135 days only. The department used to engage the Petitioner as and when there was work. Since there was no work, he was not further engaged. Hence, the question of appointment, termination and continuous service does not arise. The work done by the petitioner was purely casual in nature and not perennial. The Respondent has never informed the petitioner that the respondent/ telecom department to take the petitioner back in service. In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are :—

1. The casual labour should have been engaged prior to 31-3-1985;

2. He should be currently employed on the date of the implementation of Scheme i.e. 01.10.89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01.10.1989;
4. There should not be a break for a period of more than one year.

The petitioner was directed to furnish the service particulars to grant temporary status and the petitioner also furnished the service particulars. Since the petitioner did not fulfil all the aforesaid mandatory conditions he could not be granted TSM status. The service particulars submitted by the Petitioner were scrutinized and found to be bogus. The petitioner had produced false service certificates with a view to get the benefits like regularisation etc. from the department. So, the department did not consider the claim of the Petitioner. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workmen like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D.No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umaphathy, Petitioner in I.D.No. 156/2001, and Sri K.Mohan, Petitioner in I.D.No.262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr.P. Chandrasekar, who has been examined as a common witness MW1 in I.D.No. 11/2001, has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex.W1 to W3 have been marked as Ex.M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments—

5. The Point for my consideration is—

"Whether the Demand of the workman Sh.V.Kaviarasu for reinstatement by the General Manager,

Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, he is entitled?"

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted: Two out of these Petitioners have been examined as WW1 and WW2 W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the

Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1985 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appoint them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/

Department from 1985 to 1995 are all bogus. By sufficient documentary evidence, evidence through Ex.M2 to M75 original muster rolls in the cross examination of WW1 and WW2 and through the common evidence of MW1 it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the Petitioners that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are not true particulars but they are bogus certificates. If really, the

particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1985 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW 1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management in regular course did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days preceding the date on which

they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined:—

For the I Party/Workmen:—

- W.W.1- Sh. K. Umapathy (Petitioner in I.D. 156/2001)
W.W.2- Sh. K. Mohan (Petitioner in I.D. 262/2001)

For the II Party/Management:—

- M.W.1- Sh. P. Chandrasekar [DE(Legal & Commercial)]
Examined in I.D.No.11/2001 and has taken as
Common evidence in this case.

Common Documents Marked:—

For the I Party/Workmen:—

- W1 — Series(7) -Original service certificates issued in favour of Petitioners.
W2 — Original Service Note Book.
W3 — Series(7) -Xerox copy of the service certificates issued in favour of Petitioners.

For the II Party/Management:—

- M1 — Xerox copy of the service certificate issued in favour of Petitioners.
M2 — Xerox copy of M.R. No.05850
M3 — Xerox copy of M.R. No.05851
M4 — Xerox copy of M.R. No.07188
M5 — Xerox copy of M.R. No.07193
M6 — Xerox copy of M.R. No. 19/04693
M7 — Xerox copy of M.R. No. 18/04693
M8 — Xerox copy of M.R. No.3/06114
M9 — Xerox copy of M.R. No.9/06114
M10 — Xerox cop^y of M.R. No. 18/06114
M11 — Xerox copy of M.R. No.6/06115
M12 — Xerox copy of M.R. No.5/06115
M13 — Xerox copy of M.R. No. 18/06115
M14 — Xerox copy of M.R. No. 1/08511
M15 — Xerox copy of M.R. No. 19/07289

- M16 — Xerox copy of M.R. No.7/4427
M17 — Xerox copy of M.R. No.4/4431
M18 — Xerox copy of M.R. No. 13/15948
M19 — Xerox copy of M.R. No. 15/06117
M20 — Xerox copy of M.R. No.21/06119
M21 — Xerox copy of M.R. No. 13/08512
M22 — Xerox copy of M.R. No.23/08512
M23 — Xerox copy of M.R. No. 10/08513
M24 — Xerox copy of M.R. No. 11/08514
M25 — Xerox copy of M.R. No. 15/20861
M26 — Xerox copy of M.R. No. 18/20861
M27 — Xerox copy of M.R. No. 12/20862
M28 — Xerox copy of M.R. No. 11/20863
M29 — Xerox copy of M.R. No.03/20867
M30 — Xerox copy of M.R. No.02/20868
M31 — Xerox copy of M.R. No. 13/20863
M32 — Xerox copy of M.R. No. 12/20869
M33 — Xerox copy of M.R. No.23/20869
M34 — Xerox copy of M.R. No.20/04631
M35 — Xerox copy of M.R. No.24/2
M36 — Xerox copy of M.R. No. 12/4
M37 — Xerox copy of M.R. No. 14/4
M38 — Xerox copy of M.R. No.4/5
M39 — Xerox copy of M.R. No.7/5
M40 — Xerox copy of M.R. No. 10/5
M41 — Xerox copy of M.R. No. 11/5
M42 — Xerox copy of M.R. No. 17/5
M43 — Xerox copy of M.R. No.22/5
M44 — Xerox copy of M.R. No.4/59
M45 — Xerox copy of M.R. No.04978
M46 — Xerox copy of M.R. No. 8/06216
M47 — Xerox copy of M.R. No.07188
M48 — Xerox copy of M.R. No.7/4427
M49 — Xerox copy of M.R. No. 15/06117
M50 — Xerox copy of M.R. No.9/06114
M51 — Xerox copy of M.R. No. 18/06114
M52 — Xerox copy of M.R. No.6/06115
M53 — Xerox copy of M.R. No. 18/06115
M54 — Xerox copy of M.R. No. 1/08511
M55 — Xerox copy of M.R. No.2/08511
M56 — Xerox copy of M.R. No.22/08511
M57 — Xerox copy of M.R. No. 13/08512
M58 — Xerox copy of M.R. No.23/08512
M59 — Xerox copy of M.R. No. 10/08513
M60 — Xerox copy of M.R. No. 15/20861
M61 — Xerox copy of M.R. No. 18/20861
M62 — Xerox copy of M.R. No. 12/20862
M63 — Xerox copy of M.R. No. 11/20863

- M64 — Xerox copy of M.R. No. 19/20863
 M65 — Xerox copy of M.R. No. 11/20864
 M66 — Xerox copy of M.R. No. 09/20866
 M67 — Xerox copy of M.R. No. 03/20867
 M68 — Xerox copy of M.R. No. 14/20867
 M69 — Xerox copy of M.R. No. 02/20868
 M70 — Xerox copy of M.R. No. 12/20869
 M71 — Xerox copy of M.R. No. 06/21253
 M72 — Xerox copy of M.R. No. 13/27
 M73 — Xerox copy of M.R. No. 19/29
 M74 — Xerox copy of M.R. No. 4/29
 M75 — Xerox copy of M.R. No. 20/29

Industrial Disputes Act, 1947 (14 of 1947), between Sri G. Saravanan and the management of General Manager, Telecommunications).

BETWEEN

Sri G. Saravanan : I Party/Workman

AND

The General Manager : II Party/Management
 Telecommunications,
 Kanchipuram dist., Chennai.

APPEARANCE:

For the Workman : Unrepresented

for the Management : Sri R. Kannappan,
 Addl. C. G. S. C.

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/97/99/IR(DU) dated 26-08-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 207/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 208/2001 and notices were sent to the parties to the dispute, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 07-02-2001 and to prosecute this case further. On receipt of notice from this Tribunal, the counsel for the II Party/Management alone present. The counsel who proposed to appear for the I Party/Workman though requested time for filing vikalat and Claim Statement had not filed them subsequently. After the transfer of this case to the file of this Court, the I Party/Workman had received notice from this Court had not chosen to appear before this Court for this case and to file the Claim statement and no representation at all for the I Party/Workman for this industrial dispute before this Tribunal. The II Party/Management had filed the Counter Statement along with the copy of the claim petition filed by this Petitioner before the Regional Commissioner of Labour, Chennai while raising this industrial dispute.

When the matter came up before this Tribunal on 01-04-2002 for final hearing, the counsel for the II Party/Management alone was present. Neither the I party nor his counsel present and there was no representation at all on the side of the I Party/Workman. No Claim Statement has been filed for the I Party/Workman. The learned counsel for the II Party/Management alone has advanced his arguments.

Upon perusing the Order of Reference in respect of this industrial dispute between the parties, the other material papers on record, copy of the statement of claim filed by the

नई दिल्ली, 21 मई, 2002

का.आ. 1938.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतांत्र के संबंद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण चैम्बर्स के पंचाट (संदर्भ संख्या 208/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं. एल-40012/97/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1938.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 208/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom. Dep'tt. and their workman, which was received by the Central Government on 21-5-2002.

[No. L-40012/97/99-IR(D.U.)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL
 TRIBUNAL-CUM-LABOUR COURT,
 CHENNAI

Tuesday, the 30th April, 2002

PRESENT:

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 208/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 207/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the

I Party/Workman before the Regional Commissioner of Labour, Central, Chennai, Statement of objection filed by the II Party/Management, Telecom Department, Kanchipuram District, and the common evidence both oral and documentary on either side in the batch of similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management and upon considering all these relevant aspects, this Tribunal has passed, on merits, the following :—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows :—

“Whether the demand of the workman Sri G. Saravanan for reinstatement by the General Manager Telecommunications Chengalpattu as casual mazdoor is legal and justified ? If not, to what relief he is entitled ?

2. The averments made by the I Party/Workman in the statement of claim filed before the Regional Labour Commissioner, Chennai while raising this industrial dispute are briefly as follows :—

The I Party/Workman Sri G. Saravanan (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) on 01-08-83 and he was engaged for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 60/- as daily rated wages. Though the Petitioner has been continuously working with the Respondent he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment during 1995 and, when his services were terminated he was getting Rs. 60/- as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given

any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is *ab initio void* and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service and to pay all arrears of back wages and all other attendant benefits.

3. The averments in the Statement of Objection filed by the II Party/Management Telecom Department, Chengalpet SSA are briefly as follows :—

This Statement of Objection of the II Party/Management has been filed as a reply to the dispute that has been raised by the Petitioner/Workman before the conciliating authority, though he has not chosen to file any Claim Statement before this Tribunal. It is clearly denied in the Statement of Objection of the Respondent/Management that the Petitioner/Workman was appointed as Casual Labour on 01-08-83 and he was continuously working with the Respondent and terminated during 1995 and put the Petitioner to strict proof of the same and they have filed a xerox copy of the claim petition industrial dispute raised by the Petitioner/Workman before the conciliating authority. It is further contended in the Statement of Objection that in the industrial dispute raised by the Petitioner/Workman before the conciliating authority, there was no pleading about his engagement i.e. place of work and mode of employment and employed by him and he has not submitted any service particulars either before the Labour Commissioner or before this Hon'ble Tribunal till date to substantiate his claim made in the claim petition. In the absence of service particulars and in the absence of pleading, the department is unable to file detail counter in this case. Therefore, it is prayed that this Hon'ble Tribunal may be pleased to dismiss the above petition.

4. The point for my considerations is :—

“Whether the demand of the workman Sri G. Saravanan for reinstatement by the General Manager Telecommunications, Chengalpattu as casual mazdoor is legal and justified ? If not, to what relief he is entitled ?”

Point :—

Though the Petitioner/Workman Sri G. Saravanan has raised this industrial dispute against the General Manager, Telecommunications, Kancheepuram District, demanding reinstatement as casual mazdoor, he has not chosen to file his Claim Statement either before the Tamil Nadu State Industrial Tribunal earlier or before this Tribunal after the matter has been transferred to the file of this Tribunal and notice to that effect was served on him. But the II Party/Management alone had chosen to file the Statement, objecting to the claim made by the Petitioner/Workman by raising this industrial dispute against them. It is clearly denied in the Statement of Objection of the Respondent/Management that the Petitioner/Workman was appointed as Casual Labour on 01-08-83 and he was continuously working with the Respondent and terminated during 1995 and put the petitioner to strict proof of the same and they have filed a xerox copy of the claim petition for the industrial dispute raised by the Petitioner/Workman before the conciliating authority. It is further contended in the Statement of Objection that in the industrial dispute raised by the Petitioner/Workman before the conciliating authority, there was no pleading about his engagement i.e. place of work and mode of employment and employed by whom and he has not submitted any service particulars either before the Labour Commissioner or before this Hon'ble Tribunal till date to substantiate his claim made in the claim petition. In the absence of service particulars and in the absence of pleading, the department is unable to file detail counter in this case. All these averments of the Respondent/Management in the Statement of Objection have not been repudiated by the Petitioner/Workman by let in any oral and documentary evidence in support of his claim he raised as an industrial dispute for the relief he has claimed against the Respondent/Management. Under such circumstances, as it is mentioned in this industrial dispute Schedule of Reference for the demand he made for reinstatement by the General Manager, Telecommunications, Kancheepuram, as casual mazdoor cannot be considered to be legal and justified. Hence, he is not entitled to the relief he prayed for in this dispute against the II Party/Telecommunication Department, Kancheepuram District, Chennai. Thus, the point is answered accordingly.

5. In the result an Award is passed holding that the I Party/Workman is not entitled to any relief. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Witness Examined :—

On either side : None

Exhibits Marked :—

On either side : Nil

नई दिल्ली, 21 मई, 2002

का.आ. 1939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 194/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-05-2002 को प्राप्त हुआ था।

[सं. प्ल-40012/98/99-आई आर-(डी.यू.)]

कुलदीप राय बर्ना, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1939.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.194/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workmen, which was received by the Central Government on 21-5-2002.

[No. L-40012/98/99-IR.(D.U.)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

PRESENT:

K. Karthikeyan, Presiding Officer

INDUSTRIAL DISPUTE NO. 194/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 231/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri S. Nathanavel and the management of the General Manager, Telecommunications, Kancheepuram Dist. Chennai.]

BETWEEN

Sri S. Nathanavel : I Party/Workman

AND

1. The General Manager, : II Party/Management
Telecommunications,
Kancheepuram Dist, Chennai.

APPEARANCE:

For the Workman : M/s. M. Gnanasekar,
C. Premavathi &
G. Manjula,
Advocates

For the Management : Sri R. Kanniappan
Addl. CGSC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947

(14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L- 40012/98/99/IR(DU) dated 25.07.1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 231/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 194/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01.04.2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following: -

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:-

"Whether the demand of the workman Sh.S.Nathanavel for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, he is entitled?"

2. The facts of the industrial dispute as pleaded by the I Party/Workman are briefly as follows: -

The I Party/Workman Sh.S.Nathanavel (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) on 10.12.1984 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs.6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 1045 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 25.06.1995 and, when his services were terminated he was getting Rs.60/- as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for

orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25.6.95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25.6.1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 10.12.1984 and his contention about continuous working with the Respondent/Department for a period of 1045 number of days of service and the alleged termination of the Petitioner from service on 25.06.1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis. The department used to engage perso the Petitioner as and when there was work In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are :-

1. The casual labour should have been engaged prior to 31.3.1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01.10.89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01.10.1989; and
4. There should not be a break for a period of more than one year.

The petitioner was directed to furnish the service particulars to grant temporary status and the petitioner also furnished the service particulars. Since the petitioner did not fulfil all the aforesaid mandatory conditions he could not be granted TSM status. The service particulars submitted by the Petitioner were scrutinized and found to be bogus. The petitioner had produced false service certificates with a view to get the benefits like regularisation etc. from the department. So, the department did not consider the claim of the Petitioner. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Responder/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workmen like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D.No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D.No. 156/2001, and Sri K.Mohan, Petitioner in I.D.No.262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D.No. 11/2001, has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex.W1 to W3 have been marked as Ex. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is -

"Whether the demand of the workman Sh. S. Nathanavel for reinstatement by the General Manager, Telecommunications, Chengalpattu as casual mazdoor is legal and justified? If not, to what relief, he is entitled?"

Point :-

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these Petitioners have been examined as WW1

and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW 2 respectively have been marked. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statesment. They have raised these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim

Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is *ab initio* void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appointed them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence, evidence through Ex. M 2 to M 75 original muster rolls in the cross examination of WW 1 and WW 2 and through the common evidence of MW1 it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW 1 and WW 2 have clearly admitted in their cross examination when their

attention have been drawn to the entries in the original muster rolls mentioned in their service certificates that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M 2 to M 75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW 2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the Petitioners that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are not true particulars but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from the evidence available that the

Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management in regular course did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in

not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined—

For the I Party/Workmen:—

- W.W.1- Sh. K. Umamapathy (Petitioner in I.D. 156/2001)
W.W.2- Sh.K.Mohan (Petitioner in I.D. 262/2001)

For the II Party/Management:—

- M.W.1- Sh. P. Chandrasckar [DE(Legal & Commercial)]
Examined in I.D.No.1 1/2001 and has taken as
Common evidence in this case.

Common Documents Marked—

For the I Party/Workmen:—

- W1 Series(7)— Original service certificates issued in favour
of the Petitioners.

- W2 — Original Service Note Book.

- W3 Series (7)— Xerox copy of the service certificates issued
in favour of Petitioners.

For the II Party/Management:—

- M1 — Xerox copy of the service certificate issued in
favour of Petitioners.
M2 — Xerox copy of M.R. No. 05850
M3 — Xerox copy of M.R. No. 05851
M4 — Xerox copy of M.R. No. 07188
M5 — Xerox copy of M.R. No. 07193
M6 — Xerox copy of M.R. No. 19/04693
M7 — Xerox copy of M.R. No. 18/04693
M8 — Xerox copy of M.R. No. 3/06114
M9 — Xerox copy of M.R. No. 9/06114
M10 — Xerox copy of M.R. No. 18/06114
M11 — Xerox copy of M.R. No. 6/06115
M12 — Xerox copy of M.R. No. 5/06115
M13 — Xerox copy of M.R. No. 18/06115
M14 — Xerox copy of M.R. No. 1/08511
M15 — Xerox copy of M.R. No. 19/07289
M16 — Xerox copy of M.R. No. 7/4427
M17 — Xerox copy of M.R. No. 4/4431
M18 — Xerox copy of M.R. No. 13/15948
M19 — Xerox copy of M.R. No. 15/06117
M20 — Xerox copy of M.R. No. 21/06119
M21 — Xerox copy of M.R. No. 13/08512

M22 — Xerox copy of M.R. No. 23/08512
 M23 — Xerox copy of M.R. No. 10/08513
 M24 — Xerox copy of M.R. No. 11/08514
 M25 — Xerox copy of M.R. No. 15/20861
 M26 — Xerox copy of M.R. No. 18/20861
 M27 — Xerox copy of M.R. No. 12/20862
 M28 — Xerox copy of M.R. No. 11/20863
 M29 — Xerox copy of M.R. No. 03/20867
 M30 — Xerox copy of M.R. No. 02/20868
 M31 — Xerox copy of M.R. No. 13/20863
 M32 — Xerox copy of M.R. No. 12/20869
 M33 — Xerox copy of M.R. No. 23/20869
 M34 — Xerox copy of M.R. No. 20/04631
 M35 — Xerox copy of M.R. No. 24/2
 M36 — Xerox copy of M.R. No. 12/4
 M37 — Xerox copy of M.R. No. 14/4
 M38 — Xerox copy of M.R. No. 4/5
 M39 — Xerox copy of M.R. No. 7/5
 M40 — Xerox copy of M.R. No. 10/5
 M41 — Xerox copy of M.R. No. 11/5
 M42 — Xerox copy of M.R. No. 17/5
 M43 — Xerox copy of M.R. No. 22/5
 M44 — Xerox copy of M.R. No. 4/9
 M45 — Xerox copy of M.R. No. 04978
 M46 — Xerox copy of M.R. No. 8/06216
 M47 — Xerox copy of M.R. No. 07188
 M48 — Xerox copy of M.R. No. 7/4427
 M49 — Xerox copy of M.R. No. 15/06117
 M50 — Xerox copy of M.R. No. 9/06114
 M51 — Xerox copy of M.R. No. 18/06114
 M52 — Xerox copy of M.R. No. 6/06115
 M53 — Xerox copy of M.R. No. 18/06115
 M54 — Xerox copy of M.R. No. 1/08511
 M55 — Xerox copy of M.R. No. 2/08511
 M56 — Xerox copy of M.R. No. 22/08511
 M57 — Xerox copy of M.R. No. 13/08512
 M58 — Xerox copy of M.R. No. 23/08512
 M59 — Xerox copy of M.R. No. 10/08513
 M60 — Xerox copy of M.R. No. 15/20861
 M61 — Xerox copy of M.R. No. 18/20861
 M62 — Xerox copy of M.R. No. 12/20862
 M63 — Xerox copy of M.R. No. 11/20863
 M64 — Xerox copy of M.R. No. 19/20863
 M65 — Xerox copy of M.R. No. 11/20864
 M66 — Xerox copy of M.R. No. 09/20866
 M67 — Xerox copy of M.R. No. 03/20867
 M68 — Xerox copy of M.R. No. 14/20867
 M69 — Xerox copy of M.R. No. 02/20868

M70 — Xerox copy of M.R. No. 12/20869
 M71 — Xerox copy of M.R. No. 06/21253
 M72 — Xerox copy of M.R. No. 13/27
 M73 — Xerox copy of M.R. No. 19/29
 M74 — Xerox copy of M.R. No. 4/29
 M75 — Xerox copy of M.R. No. 20/29

नई दिल्ली, 21 मई, 2002

का.आ. 1940.—ऑपोर्टिक विवाद अधिनियम, 1947 (1947 वा 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औपोर्टिक विवाद में केन्द्रीय सरकार औपोर्टिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 222/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार द्वारा 21-05-2002 को प्राप्त हुआ था।

[सं. एल-40012/99/99-आई आर-(डी.यू.)]

कुसलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 21st May, 2002

S.O. 1940.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.222/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workmen, which was received by the Central Government on 21-5-2002.

[No. L-40012/99/99-IR.(D.U.)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

Present: K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 222/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 229/99)

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri P. Muthusamy and the management of the General Manager, Telecommunications, Kancheepuram Dist. Chennai.)

BETWEEN

Sri P. Muthusamy	: I Party/Workman
AND	
The General Manager,	: II Party/Management
Telecommunications,	
Kancheepuram Dist, Chennai.	

APPEARANCE :

For the Workman	: M/s. M. Gnanasekar,
	C. Premavathi &
	G. Manjula,
	Advocates

For the Management : Sri R. Kannianpan
Addl. CGSC

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L. 40012/99/99/IR(DU) dated 26-08-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I. D. No. 229/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I. D. No. 222/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 08.02.2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01-04-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following :—

AWARD

The industrial dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the services of Sh. P. Muthusamy casual mazdoor is legal and justified? If not, to what relief, he is entitled?”

2. The facts of the industrial dispute as pleaded by the II Party/Workman are briefly as follows :—

The II Party/Workman Sh. P. Muthusamy (hereinafter refers to as petitioner) was engaged as casual labour in the II Party/Management Telecom Department (hereinafter refers to as Respondent) on 01-11-1984 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 2096 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary.

The II Party/Workman has been denied employment w. e. f. 13.05.1995 and, when his services were terminated he was getting Rs. 60/- as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 13-5-1995 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the petitioner in service w. e. f. 13-5-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the petitioner in the Claim Statement about his appointment as Casual Labour on 01-11-1984 and his contention about continuous working with the Respondent/Department for a period of 2096 number of days of service and the alleged termination of the petitioner from service on 13-05-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i. e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1995 for a period of 109 days only. The department used to engage the Petitioner as and when there was Work. Since there was no work, he was not further engaged. Hence, the question of appointment, termination and continuous service does not arise. The work done by the petitioner was purely casual in nature and not perennial. The respondent has never informed the petitioner that the respondent/telecom

department to take the petitioner back in service. In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are

1. The casual labour should have been engaged prior to 31.3.1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The petitioner was directed to furnish the service particulars to grant temporary status and the petitioner also furnished the service particulars. Since the petitioner did not fulfil all the aforesaid mandatory conditions he could not be granted TSM status. The service particulars submitted by the petitioner were scrutinized and found to be bogus. The petitioner had produced false service certificates with a view to get the benefits like regularisation etc. from the department. So, the department did not consider the claim of the petitioner. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging casual labour like the Petitioner for any purpose and also not doing such type of work as done by the petitioner. Since there is no work and there is no post, there is no scope for the petitioner for his re-employment in the Respondent/Telecom Department. The petitioner was engaged on casual basis as and when required by the department, hence, he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workmen like the petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D.No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/workman Sri K. Umapathy, petitioner in I.D.No. 156/2001, and Sri K. Mohan, Petitioner in I.D.No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr P. Chandrasekar, who has been examined as a common witness MW1 in I.D.No. 11/2001, has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workmen exhibits. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under

Ex.W1 to W3 have been marked as EX. M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is—

"Whether the action of the General Manager, Telecommunications, Chengalpattu in terminating the service of Sh. P. Muthusamy casual mazdoor is legal and justified? If not, to what relief, he is entitled?"

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex.W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the petitioners from service by the Respondent/Management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raised these claims based on the service records. They were filed into court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into court in their respective cases. In the cross-examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of the Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant Engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these petitioners have stated in the cross-examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the Regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective

service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appointed them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates

relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence, evidence through Ex.M2 to M75 original muster rolls in the cross examination of WW1 and WW2 and through the common evidence of MW1 it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of the common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attending were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management by production of original muster rolls which have been referred to in service certificates of the Petitioners that the Petitioners have never worked as Casual Labourers.

under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen as contended by the learned counsel for the Respondent/Management in his argument that the particulars given in the service certificates produced by the Petitioners are not true particulars but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1985 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management in regular course did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and

compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No Cost.

(Dictated to the Stenographer, transcribed and typed by him, corrected and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined:-

For the I Party/Workmen:-

W.W.1- Sh. K. Umapathy (Petitioner in I.D. 156/2001)

W.W.2- Sh.K. Mohan (Petitioner in I.D. 262/2001)

For the II Party/Management:-

M.W.1- Sh. P. Chandrasekar [DE(Legal & Commercial)]
Examined in I.D.No.11/2001 and has taken as
Common evidence in this case.

Common Documents Marked:-

For the I Party/Workmen:-

W1 — Series(7) -Original service certificates issued in favour of Petitioners.

W2 — Original Service Note Book.

W3 — Series(7) -xerox copy of the service certificates issued in favour of Petitioners.

For the II Party/Management:-

M1 — Xerox copy of the service certificate issued in favour of Petitioners.

M2 — Xerox copy of M.R. No. 05850

M3 — Xerox copy of M.R. No. 05851

M4	— Xerox copy of M.R. No. 07188	M39	— Xerox copy of M.R. No. 7/5
M5	— Xerox copy of M.R. No. 07193	M40	— Xerox copy of M.R. No. 10/5
M6	— Xerox copy of M.R. No. 19/04693	M41	— Xerox copy of M.R. No. 11/5
M7	— Xerox copy of M.R. No. 18/04693	M42	— Xerox copy of M.R. No. 17/5
M8	— Xerox copy of M.R. No. 3/06114	M43	— Xerox copy of M.R. No. 22/5
M9	— Xerox copy of M.R. No. 9/06114	M44	— Xerox copy of M.R. No. 4/59
M10	— Xerox copy of M.R. No. 18/06114	M45	— Xerox copy of M.R. No. 04978
M11	— Xerox copy of M.R. No. 6/06115	M46	— Xerox copy of M.R. No. 8/6216
M12	— Xerox copy of M.R. No. 5/06115	M47	— Xerox copy of M.R. No. 07188
M13	— Xerox copy of M.R. No. 18/06115	M48	— Xerox copy of M.R. No. 7/4427
M14	— Xerox copy of M.R. No. 1/08511	M49	— Xerox copy of M.R. No. 15/06117
M15	— Xerox copy of M.R. No. 19/07289	M50	— Xerox copy of M.R. No. 9/06114
M16	— Xerox copy of M.R. No. 7/4427	M51	— Xerox copy of M.R. No. 18/06114
M17	— Xerox copy of M.R. No. 4/4431	M52	— Xerox copy of M.R. No. 6/06115
M18	— Xerox copy of M.R. No. 13/15948	M53	— Xerox copy of M.R. No. 18/06115
M19	— Xerox copy of M.R. No. 15/06117	M54	— Xerox copy of M.R. No. 1/08511
M20	— Xerox copy of M.R. No. 21/06119	M55	— Xerox copy of M.R. No. 2/08511
M21	— Xerox copy of M.R. No. 13/08512	M56	— Xerox copy of M.R. No. 22/08511
M22	— Xerox copy of M.R. No. 23/08512	M57	— Xerox copy of M.R. No. 13/08512
M23	— Xerox copy of M.R. No. 10/08513	M58	— Xerox copy of M.R. No. 23/08512
M24	— Xerox copy of M.R. No. 11/08514	M59	— Xerox copy of M.R. No. 10/08513
M25	— Xerox copy of M.R. No. 15/20861	M60	— Xerox copy of M.R. No. 15/20861
M26	— Xerox copy of M.R. No. 18/20861	M61	— Xerox copy of M.R. No. 18/20861
M27	— Xerox copy of M.R. No. 12/20862	M62	— Xerox copy of M.R. No. 12/20862
M28	— Xerox copy of M.R. No. 11/20863	M63	— Xerox copy of M.R. No. 11/20863
M29	— Xerox copy of M.R. No. 03/20867	M64	— Xerox copy of M.R. No. 19/20863
M30	— Xerox copy of M.R. No. 02/20868	M65	— Xerox copy of M.R. No. 11/20864
M31	— Xerox copy of M.R. No. 13/20863	M66	— Xerox copy of M.R. No. 09/20866
M32	— Xerox copy of M.R. No. 12/20869	M67	— Xerox copy of M.R. No. 03/20867
M33	— Xerox copy of M.R. No. 23/20869	M68	— Xerox copy of M.R. No. 14/20867
M34	— Xerox copy of M.R. No. 20/04631	M69	— Xerox copy of M.R. No. 02/20868
M35	— Xerox copy of M.R. No. 24/2	M70	— Xerox copy of M.R. No. 12/20869
M36	— Xerox copy of M.R. No. 12/4	M71	— Xerox copy of M.R. No. 06/21253
M37	— Xerox copy of M.R. No. 14/4	M72	— Xerox copy of M.R. No. 13/27
M38	— Xerox copy of M.R. No. 4/5	M73	— Xerox copy of M.R. No. 19/29
		M74	— Xerox copy of M.R. No. 4/29
		M75	— Xerox copy of M.R. No. 20/29

नई दिल्ली, 21 मई, 2002

का. आ. 1941.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चेन्नई के पंचाट (संदर्भ संख्या 183/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार जो 21-5-2002 को प्राप्त हुआ था।

[सं. एल-40012/102/99-आई.आर.(डी.यू.)]
कुलदीप गय बर्मा, डैस्ट्रिक्ट अधिकारी

New Delhi, the 21st May, 2002

S. O. 1941.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 183/2001) of the Central Government Industrial Tribunal/Labour Court, Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Deptt. and their workman, which was received by the Central Government on 21-5-2002.

[No. L-40012/102/99-IR(DU)]

KULDIP RAJ VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

Present: K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 183/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 201/99)

(In the matter of the dispute for adjudication under clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri K. Krishnan and the Management of the Telecom Department.)

BETWEEN

Sri K. Krishnan : I Party/Workman

AND

1. The Chief General Manager, : II Party/Management
Tamil Nadu Circle, Chennai.
2. The General Manager,
Telecommunications,
Kanchipuram Dist., Chennai.
3. The Divisional Engineer (Admn.)
O/o. General Manager
Telecommunications,
Kanchipuram Distt. Chennai.

Appearance:

For the Workman

M/s. M. Gnanasekar,
C. Premavathi &
G. Manjula,
Advocates

For the Management

Sri R. Kannappan
Addl. CGSU

The Govt. of India, Ministry of Labour in exercise of powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial Dispute for adjudication vide Order No. L-40012/102/99/IR (DU) dated 25-08-1999

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 201/99. When the matter was pending enquiry in that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 183/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 06-02-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01-04-2002, upon pursuing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side as common evidence for this case and the connected similar cases and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following:—

AWARD

The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

“Whether the action of the management of Telecom in terminating the services of Sri K. Krishnan as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

2. The facts of the Industrial Dispute as pleased by the I Party/Workman are briefly as follows:—

The I Party/Workman Shri K. Krishnan (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management Telcom Department (hereinafter refers to as Respondent) on 01-03-1985 for digging, drawing wires, laying posts and for other allied jobs as directed by his

superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 1997 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/ Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f 25-04-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The Respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25-4-95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25-4-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 01-03-1985 and his contention about continuous working with the Respondent/Department for a period of 1997 number of days of service and the alleged termination of the Petitioner from service on 25-04-1995. It is further alleged that the Petitioner

was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1995 for a period of 90 days only. The department used to engage persons like the Petitioner when there was work. Since there was no work, he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/ Telecom Department would take the Petitioner back to service. In 1989, a Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are —

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;
3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification, the service particulars submitted by the Petitioner were found to be bogus and manufactured one. So, the department did not consider the claim of the petitioner. The Petitioner had submitted false service particulars' with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging Casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The petitioner was engaged on casual basis as and when required by the department, hence he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workman like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence of all these cases. On the side of the Petitioner/Workman Sri K. Umamapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As

per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I. D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workman exhibits. On the side of the Management the xerox copy of the service certificates of WW1 filed before the conciliating authority earlier and the xerox copies of the original muster rolls which are mentioned in those service certificates under Ex. W1 to W3 have been marked as Ex.M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5. The Point for my consideration is—

“Whether the action of the management of Telecom in terminating the services of Sri K. Krishnan as casual mazdoor is legal and justified? If not, to what relief he is entitled?”

Point :

When the matter was taken up for enquiry, as per the request of the learned counsel on other side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these Petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates of WW1 and WW2 respectively have been marked. On the side of the management the xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective termination from service as mentioned in their respective Claim Statements. They have raise these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that they have given their service particulars to the Respondent/Department as per the direction of the department for consideration to consequential status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telcom people, who were doing the work of the department near their house, requested those permanent employees of Respondent/Telecom Department like lineman to give them work and as per their direction they went to see

the Assistant engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that they do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are true and correct and their respective names are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by Divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1985 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in the service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the Claim Statement of the Petitioners nothing has been mentioned as to who appointed them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes

Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/Telecom Department were not issued by the Department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence through Ex.M2 to M75 original muster rolls marked in the cross examination of WW1 and WW2, and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination, when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates, that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of common witness for the Management MW1, no suggestion was put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workman for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this, it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the

departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/Telecom Department have disengaged, since the work they were attending were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management, by production of original muster rolls which have been referred to in service certificates of the Petitioners, that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen, as contended by the learned counsel for the Respondent/Management in his argument, that the particulars given in the service certificates produced by the Petitioners are not true particulars, but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence of MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements.

The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them, as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management, in regular course, did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days, preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No. Cost

(Dictated to the Stenographer, transcribed and typed by him, correct and pronounced by me to the open court on this day the 30th April, 2002.)

K KARTHIKEYAN, Presiding officer

Common Witnesses Examined :—

For the I Party/Workmen :—

W.W.1 — Sh. K. Umapathy
(Petitioners in I.D. 156/2001)

W.W.2 — Sh. K. Mohan
(Petitioners in J.D. 262/2001)

For the II Party/Management :—

M.W. 1 — Sh. P. Chandrasekar DE (Legal & Commercial)
Examined in I.D. No. 11/2001 and has taken as common evidence in this case.

Common Documents Marked :—

For the I Party/Workmen :—

W1 Series (7) — Original service certificates issued in favour of Petitioners.

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| W2 | — Original Service Note-Book. |
| W3 Series (7) | — Xerox copy of the service certificates issued in favour of Petitioners |

For the II Party/Management :—

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| M1 | — Xerox copy of the service certificates issued in favour of Petitioners. |
| M2 | — Xerox Copy of M.R. No 05850 |
| M3 | — Xerox Copy of M.R. No 05851 |
| M4 | — Xerox Copy of M.R. No. 07188 |
| M5 | — Xerox Copy of M.R. No. 07193 |
| M6 | — Xerox Copy of M.R. No. 19/04693 |
| M7 | — Xerox Copy of M.R. No. 18/04693 |
| M8 | — Xerox Copy of M.R. No 3/06114 |
| M9 | — Xerox Copy of M.R. No. 9/06114 |
| M10 | — Xerox Copy of M.R. No. 18/06114 |
| M11 | — Xerox Copy of M.R. No. 6/6115 |
| M12 | — Xerox Copy of M.R. No. 5/06115 |
| M13 | — Xerox Copy of M.R. No. 18/06115 |
| M14 | — Xerox Copy of M.R. No. 1/08511 |
| M15 | — Xerox Copy of M.R. No. 19/07289. |
| M16 | — Xerox Copy of M.R. No. 7/4427 |
| M17 | — Xerox Copy of M.R. No. 4/4431 |
| M18 | — Xerox Copy of M.R. No. 13/15948 |
| M19 | — Xerox Copy of M.R. No. 15/06117 |
| M20 | — Xerox Copy of M.R. No. 21/06119 |
| M21 | — Xerox Copy of M.R. No. 13/08512 |
| M22 | — Xerox Copy of M.R. No. 23/08512 |
| M23 | — Xerox Copy of M.R. No. 10/08513 |
| M24 | — Xerox Copy of M.R. No. 11/08514 |
| M25 | — Xerox Copy of M.R. No. 15/20861 |
| M26 | — Xerox Copy of M.R. No. 18/20861 |
| M27 | — Xerox Copy of M.R. No. 12/20862 |
| M28 | — Xerox Copy of M.R. No. 11/20863 |
| M29 | — Xerox Copy of M.R. No. 03/20867 |
| M30 | — Xerox Copy of M.R. No. 02/20868 |
| M31 | — Xerox Copy of M.R. No. 13/20863 |
| M32 | — Xerox Copy of M.R. No. 12/20869 |
| M33 | — Xerox Copy of M.R. No. 23/20869 |
| M34 | — Xerox Copy of M.R. No. 20/04631 |
| M35 | — Xerox Copy of M.R. No. 24/2 |
| M36 | — Xerox Copy of M.R. No. 12/4 |
| M37 | — Xerox Copy of M.R. No. 14/4 |
| M38 | — Xerox Copy of M.R. No. 4/5 |
| M39 | — Xerox Copy of M.R. No. 7/5 |

M40	—Xerox Copy of M.R. No. 10/5
M41	—Xerox Copy of M.R. No. 11/5
M42	—Xerox Copy of M.R. No. 17/5
M43	—Xerox Copy of M.R. No. 22/5
M44	—Xerox Copy of M.R. No. 4/59
M45	—Xerox Copy of M.R. No. 04978
M46	—Xerox Copy of M.R. No. 8/06216
M47	—Xerox Copy of M.R. No. 07188
M48	—Xerox Copy of M.R. No. 7/4427
M49	—Xerox Copy of M.R. No. 15/06117
M50	—Xerox Copy of M.R. No. 9/06114
M51	—Xerox Copy of M.R. No. 18/06114
M52	—Xerox Copy of M.R. No. 6/06115
M53	—Xerox Copy of M.R. No. 18/06115
M54	—Xerox Copy of M.R. No. 1/08511
M55	—Xerox Copy of M.R. No. 2/08511
M56	—Xerox Copy of M.R. No. 22/08511
M57	—Xerox Copy of M.R. No. 13/08512
M58	—Xerox Copy of M.R. No. 23/08512
M59	—Xerox Copy of M.R. No. 10/08513
M60	—Xerox Copy of M.R. No. 15/20861
M61	—Xerox Copy of M.R. No. 18/20861
M62	—Xerox Copy of M.R. No. 12/20862
M63	—Xerox Copy of M.R. No. 11/20863
M64	—Xerox Copy of M.R. No. 19/20863
M65	—Xerox Copy of M.R. No. 11/20864
M66	—Xerox Copy of M.R. No. 09/20866
M67	—Xerox Copy of M.R. No. 03/20867
M68	—Xerox Copy of M.R. No. 14/20867
M69	—Xerox Copy of M.R. No. 02/20868
M70	—Xerox Copy of M.R. No. 12/20869
M71	—Xerox Copy of M.R. No. 06/21253
M72	—Xerox Copy of M.R. No. 13/27
M73	—Xerox Copy of M.R. No. 19/29
M74	—Xerox Copy of M.R. No. 4/29
M75	—Xerox Copy of M.R. No. 20/29

नई दिल्ली, 21 मई, 2002

New Delhi, the 21st May, 2002

S.O.1942.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 148/2001) of the Central Government Industrial Tribunal/Labour Court Chennai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Telecom Dep'tt. and their workman, which was received by the Central Government on 21-5-2002.

[No.L. 40012/105/99-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Tuesday, the 30th April, 2002

Present : K. KARTHIKEYAN,
Presiding Officer

INDUSTRIAL DISPUTE NO. 148/2001

(Tamil Nadu State Industrial Tribunal I.D. No. 224/99)

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Workman Sri M. Devaraj and the management of the General Manager, Telecommunications, Kanchipuram Dist. Chennai]

BETWEEN

Sri M. Devaraj I Party/Workman

AND

The General Manager, II Party/Management
Telecommunications,
Kanchipuram Dist, Chennai

Appearance :

For the Workman : M/s. M. Gnanasekar,
C. Premavathi &
G. Manjula,
Advocates

For the Management : Sri R. Kannappan
Addl. CGSC

The Govt of India, Ministry of Labour in exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Dispute Act, 1947 (14 of 1947), have referred the concerned Industrial dispute for adjudication vide Order No. L-40012/105/99/IR (DU) dated 26-07-1999.

This reference has been made earlier to the Tamil Nadu State Industrial Tribunal, Chennai, where it was taken on file as I.D. No. 224/99. When the matter was pending enquiry in

का.आ. 1942.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द्वारा संचार विभाग के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चेन्नई के पंचाट (संदर्भ संख्या 148/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-5-2002 को प्राप्त हुआ था।

[सं.एल-40012/105/99-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

that Tribunal, the Govt. of India, Ministry of Labour was pleased to order transfer of this case from that Tribunal to this Tribunal for adjudication. On receipt of records from that Tribunal, the case has been taken on file as I.D. No. 148/2001 and notices were sent to the counsel on either side, informing them about the transfer of this case to this Tribunal, with a direction to appear before this Tribunal on 02-02-2001. On receipt of notice from this Tribunal, the counsel on either side present along with their respective parties and prosecuted the case further.

When the matter came up before me for final hearing on 01-04-2002, upon perusing the Claim Statement, Counter Statement, additional counter statement, the other material papers on record, the oral and documentary evidence let in on either side, and after hearing the arguments advanced by the learned counsel for the II Party/Management alone, this matter having stood over till this date for consideration, this Tribunal has passed the following.—

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The Industrial Dispute referred to in the above order of reference by the Central Govt. for adjudication by this Tribunal is as follows:—

"Whether the action of the General Manager, Telecommunications, Chenagalpattu in terminating the services of Sri M. Devaraj as casual mazdoor is legal and justified? If not, to what relief he is entitled?"

2. The facts of the Tribunal Dispute as pleaded by the I Party/Workman are briefly as follows:—

The I Party/Workman Shri M. Devaraj (hereinafter refers to as Petitioner) was engaged as casual labour in the II Party/Management telecom Department (hereinafter refers to as Respondent) on 01-01-1984 for digging, drawing wires, laying posts and for other allied jobs as directed by his superiors. He was paid nominal wages of Rs. 6.50 as daily rated wages. Though the Petitioner has been continuously working with the Respondent, and has put in 1267 number of days of service, he had not been regularised. The Department of Telecommunication in order to absorb the casual mazdoors working in the department for a long period formulated a Scheme known as casual mazdoors (Grant of Temporary Status and Regularisation) Scheme. The Respondent/Telecom Department failed to confer temporary status on the Petitioner under the said Scheme, which is illegal and arbitrary. The I Party/Workman has been denied employment w.e.f. 25-6-1995 and, when his services were terminated he was getting Rs. 60 as daily wages. When he approached the concerned authority for conferment of temporary status, he was informed that he will be taken back to duty. The Petitioner was waiting for orders from the Respondent/Telecom Department regarding his re-engagement. However, he has not received any orders nor he was taken back to duty so far. His service was utilised for the regular work that is perennial in nature. Therefore, when the work and the necessity to

engage the Petitioner continuous, there is no reason or justification for denying the employment to the Petitioner. No reason was given by the Respondent/Telecom Department for terminating the services of the Petitioner and the Respondent failed to follow the principles of natural justice. No enquiry was conducted and the Petitioner was not given any opportunity before his services were discontinued. The Petitioner has put in more than a decade continuous service and the termination of his service is in violation of the provisions of Section 25F of the Industrial Disputes Act, 1947. Further, the Petitioner was not given any notice or compensation in terms of the said provision of Industrial Disputes Act, 1947. Hence, the action of the Respondent/Department in terminating the services of the Petitioner without notice or compensation is ab initio void and the Petitioner is deemed to be in continuous in service and therefore, is entitled to be reinstated with all other service benefits including arrears of back wages. The Respondent ought to have conferred temporary status as per the temporary status scheme and further absorbed him against regular Group D post. The respondent/Telecom Department's action in not doing so is illegal and arbitrary. Hence, this industrial dispute has been raised against the Respondent/Telecom Department for a declaration that the order of termination dated 25-4-95 is illegal and arbitrary and consequently for a direction to the Respondent/Management to reinstate the Petitioner in service w.e.f. 25-6-1995 and to pay all arrears of back wages and all other attendant benefits.

3. The II Party/Management Telecom Department has filed a Counter Statement and additional Counter Statement denying the allegations of the Petitioner in the Claim Statement about his appointment as Casual Labour on 01-10-1984 and his contention about continuous working with the Respondent/Department for a period of 1267 number of days of service and the alleged termination of the Petitioner from service on 25-06-1995. It is further alleged that the Petitioner was engaged purely on casual basis for the unskilled work i.e. to carry out digging, drawing out wires, laying posts and for other casual works on daily rated wages basis during 1994-1995 for a period of 190 days only from 26-11-94 to 25-6-95. The department used to engage persons like the Petitioner when there was work. Since there was no work, he was not further engaged. Hence the question of appointment, termination and continuous service does not arise. The work done by the Petitioner was purely casual in nature and not perennial. The Respondent has never informed the Petitioner that the Respondent/Telecom Department would take the Petitioner back to service. In 1989, Scheme called 'Grant of Temporary Status to Casual Labourers' was introduced for the Casual Labourers who actually worked. The essential conditions of the scheme are:—

1. The casual labour should have been engaged prior to 31-3-1985;
2. He should be currently employed on the date of the implementation of Scheme i.e. 01-10-89;

3. He should have put in 240 days continuous service in any one of the preceding years prior to 01-10-1989; and
4. There should not be a break for a period of more than one year.

The Casual Labourers who actually worked were asked to furnish the service particulars to grant temporary status. On verification, the service particulars submitted by the Petitioner were found to be bogus and manufactured one. So, the department did not consider the claim of the Petitioner. The Petitioner had submitted false service particulars' with a view to getting employment and other benefits from the department. The alleged work done by the Petitioner is not skilled and perennial in nature. As on date, the department is not engaging casual Labour like the Petitioner for any purpose and also not doing such type of work as done by the Petitioner. Since there is no work and there is no post, there is no scope for the Petitioner for his re-employment in the Respondent/Telecom Department. The Petitioner was engaged on casual basis as and when required by the department, hence he is not eligible for reinstatement as per the law and as well as Temporary Status Mazdoor Scheme. Hence, it is prayed that the Hon'ble Tribunal may be pleased to dismiss the claim petition.

4. When the matter was taken up for enquiry, the learned counsel on either side represented that this case along with the similar industrial disputes raised by the workman like the Petitioner pending enquiry before this Tribunal for adjudication can be tried together jointly and the evidence given in I.D. No. 156/2001 on either side can be treated as common evidence for all these cases. On the side of the Petitioner/Workman Sri K. Umapathy, Petitioner in I.D. No. 156/2001, and Sri K. Mohan, Petitioner in I.D. No. 262/2001 have been examined as WW1 and WW2 respectively. As per the memo filed by the learned counsel for the Respondent/Management, the evidence given by one Divisional Engineer, Mr. P. Chandrasekar, who has been examined as a common witness MW1 in I.D. No. 11/2001 has been treated as a common evidence for this case and other similar connected cases. On the side of the Petitioner, the xerox copy of the service certificates have been marked as common Workman exhibits. On the side of the Management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificates under Ex. W1 to W3 have been marked as Ex.M1, M2 to M75. The learned counsel for the II Party/Management has advanced his arguments.

5 The Point for my consideration is—

"Whether the action of the General Manager Telecommunications, Chengalpattu in terminating the services of Sri M. Devaraj casual mazdoor is legal and justified? If not, to what relief, he is entitled?"

Point :—

When the matter was taken up for enquiry, as per the request of the learned counsel on either side, a joint trial of these 60 cases which are similar in nature has been conducted. Two out of these Petitioners have been examined as WW1 and WW2. W1 series, W2 and W3 series, the service certificates if WW1 and WW2 respectively have been marked. On the side of the management the Xerox copy of the services certificate of WW1 filed before the conciliating authority earlier and the Xerox copies of the original muster rolls which are mentioned in those Service certificate under Ex. W1 to W3 have been marked as Ex. M1, M2 to M75. Apart from these documents the other Petitioners also filed in Court individually in their respective cases as the service certificates issued to them mentioning their service particulars, which are remained unmarked documents. The common claim made by all these Petitioners in their respective industrial dispute against the Respondent/Telecom Department is that the termination of the Petitioners from service by the Respondent/management is illegal and they must be reinstated in service by the Respondent/Management from the date of their respective terminating from service as mentioned in their respective Claim Statements. They have raise these claims based on the service records. They were filed into Court in their respective cases. WW1 and WW2 have spoken about their respective service certificates they have filed into Court in their respective cases. In the cross examination of both the Petitioners WW1 and WW2, they have admitted that have given their service particulars to the Respondent/Department as per the direction of the department for consideration to confer temporary status mazdoors only. It is their further contention in the evidence that at the inception when they met the Telecom people, who were doing the work of the department near their house, requested those permanent employees of Respondent/Telecom Department like lineman to give them work and as per their direction they went to see the Assistant engineer, and requested him to provide work in the Respondent/Department. WW1 and WW2 who have deposed as common witnesses for these Petitioners have stated in the cross examination that they have not mentioned all these things in their Claim Statements and they have not mentioned so in their earlier Claim Statements filed before the regional Commissioner of Labour, Chennai, in the conciliation proceedings. They further say that do not know the name of the Assistant Engineer, whom they met and asked for work. It is their further evidence, that they used to get the wages by signing the muster rolls and the numbers of muster rolls mentioned in their respective service certificates are available in those original muster rolls mentioned in their respective service certificates. They further say in the cross examination that they mentioned in their respective Claim Statements that they were given service certificates by the Assistant Engineer for the days they worked in the Respondent/Department. They have also denied the suggestion in the cross examination, that the service certificates produced by these

Petitioners in their respective cases are all false certificates and they were created by them. They have also denied the suggestion that they have not worked in the Respondent/ Telecom Department for the period they have mentioned by days in their respective Claim Statements. On the side of the Respondent/Management, the evidence given by divisional Engineer, one Mr. P. Chandrasekar as MW1 earlier has been treated as common evidence for this case and similar connected other cases as per the memo filed by the learned counsel for the Respondent/Management. According to the Petitioner, he was engaged by the Respondent/Management Department of Telecommunication as casual mazdoor in the year 1984 and worked continuously till 1995 as he has stated in his Claim Statement. It is his further allegation in the Claim Statement that all of a sudden he was terminated and the action of the Respondent/Management, Telecommunication Department in terminating him from service in not following the provisions of the Industrial Disputes Act, 1947 is ab initio void and illegal. Since the said action of the Respondent/Management is illegal, he must be reinstated in the service by the Respondent/Management from the date of the alleged termination of service in the year 1995. But it is the contention of the Respondent/Management and also the evidence of MW1 that service certificates filed by the Petitioners are all false and created by themselves and they have not mentioned anything with regard to availability of service certificates in their Claim Statements. The learned counsel for the Respondent/Management would further contend that in the claim Statement of the Petitioners nothing has been mentioned as to who appoint them and where they have worked and who in the Respondent Department has terminated them from service. There is no appointment order as well as the termination order passed by the Respondent/ Management for these Petitioners to claim that they were appointed by the Respondent/Telecom Department and they were terminated against the provisions of Industrial Disputes Act, 1947. According to the Management of Telecom Department, these people were engaged in the year 1995 and some persons were engaged at the end of 1994 for assisting the regular staff of the Respondent/Telecom Department for laying the cables, and erecting poles and other connected casual works. It is the specific stand of the Respondent/ Management that all these Petitioners have not worked for 240 days and in the Counter Statement filed by the Respondent/Management in their respective cases, the days for which the concerned Petitioner had worked in the Respondent/Department has been clearly given. It is their further contention that service certificates relied upon by these Petitioners as issued by the officials of the Respondent/ Telecom Department were not issued by the Department and they were created by the Petitioners themselves and the particulars of the alleged service in the Telecom Department mentioned in the service certificates said to have been issued by the officials of the Respondent/Department from 1984 to 1995 are all bogus. By sufficient documentary evidence through Exs. M2 to M75 original muster rolls marked in the

cross examination of WW1 and WW2, and through the common evidence of MW1, it has been established that the particulars given in the service certificates by the Petitioners are bogus. WW1 and WW2 have clearly admitted in their cross examination, when their attention have been drawn to the entries in the original muster rolls mentioned in their service certificates, that their names have not been available in the original muster rolls, maintained by the Telecom Department. The xerox copy of those muster rolls have been exhibited on the side of the Respondent/Management as Management Exhibits M2 to M75. In the cross examination of common witness for the Management MW1, no suggestion is put to him about the work of the Petitioner for 240 days in the Telecom Department. No suggestion was put in the cross examination of MW1 that the particulars furnished in the service certificates produced by the Petitioners are not bogus but they are genuine. On the side of the Petitioners, no one has been examined as a witness to prove the service certificates they are relying upon. The officials in the Telecom Department, who said to have issued those certificates have not been examined by the Petitioners to prove their respective service certificates. From these common evidence available, it is seen that these Petitioners have worked for few days by assisting the regular staff of the Respondent/Telecom Department in carrying out the departmental work as Casual Labourers. From the available evidence, it is seen that these Petitioners were engaged as Casual Labourers by the regular departmental workmen for the seasonal work of the department they were attending and they were disengaged on completion of the particular work. From this, it is seen that the contention of the Petitioner in the Claim Statement that the work will be available always and it is perennial type of work are all false. The Petitioners who have been examined as common witnesses for workmen as WW1 and WW2 have admitted that they were engaged as Casual Labourers by the regular staff of the department only to assist them for doing the departmental work as and when it was necessary. From the evidence available in this case, it is seen that Petitioners who have been working as casual mazdoors temporarily by assisting the regular and permanent staff of Respondent/ Telecom Department have disengaged, since the work they were attended were completed and there was no further work for them to do. So from the materials available in this case by way of exhibits and evidence, it is clearly established by the Respondent/Management, by production of original muster rolls which have been referred to in service certificates of the Petitioners, that the Petitioners have never worked as Casual Labourers under those muster rolls for the said period and have not been paid wages by the department. From this, it is seen, as contended by the learned counsel for the Respondent/ Management in his argument, that the particulars given in the service certificates produced by the Petitioners are not true particulars, but they are bogus certificates. If really, the particulars given in the service certificates relied upon by the Petitioners are true, they would have been granted temporary status mazdoors for Casual Labourers by the Respondent/

Department. From the evidence available in these cases, it is abundantly proved by the Respondent/Department that these Petitioners have not worked continuously from 1984 to 1995. Further, it is seen from the evidence available that the Petitioners were engaged by the department as Casual Labourers only for the short period and they were given wages on daily rated basis. It is the evidence of MW1 that the work the Petitioners were doing as Casual Labourers was only seasonal work and it was not a continuous one and it is not available all through the year. It cannot be denied that the work these Petitioners attended as Casual Labourers in the Respondent/Management department were only development work like opening new telephone exchanges and strengthening the existing exchanges and they were done as project works and on completion of that work, these Petitioners have no work in the department to continue in service. It is the definite evidence MW1 that on checking the service particulars given by the Petitioners, the department has found that the particulars they furnished are not true and they were found to be bogus. All these things cannot be denied. It has been demonstrated before this Tribunal by the Respondent/Management by relevant documents that the names of the Petitioners were not available in the original muster rolls that has been mentioned in their service certificates. From this, it is established that the particulars given in their service certificates are false. No date of issue of those service certificates is available in the service certificates. The Petitioners who have been examined as common witnesses for these Petitioners as WW1 and WW2 also have not stated in their evidence, the dates on which they were issued those service certificates by the concerned officials in the department. If they were really issued by the officials of the Respondent/Telecom Department as a record for their service in the department, the Petitioner would not have been failed to mention all these things in their respective Claim Statements. The non-mention of the same in their Claim Statements and the production of these certificates without any base during trial of the cases before this Tribunal go to show that these Petitioners for the purpose of these cases have created them, as it is contended by the Respondent/Management. From the available materials, it is seen that the Respondent/Management, in regular course, did not employ Petitioners and they were not given independent work, so the question of retrenchment from service does not at all arise. So under such circumstances, the question of Respondents not following the provisions of Industrial Disputes Act, 1947 and the issuance of prior notice and compensation under section 25F of Industrial Disputes Act, 1947 will not at all arise. As per the recent decisions of the Supreme Court, the Petitioner has to prove conclusively with acceptable, legal evidence that he has worked in the Respondent/Telecom Department as a Casual Labour for a continuous period of 240 days, preceding the date on which they have been disengaged from work. In the absence of such evidence on the side of the Petitioner, it can be concluded that they have no right to claim even conferment of temporary

status of casual mazdoors and also to claim reinstatement in service in the Respondent/Telecom Department. So, under such circumstances, from the available materials it is seen that the action of the Management of Telecom Department in not engaging these Petitioners as casual mazdoors, subsequent to completion of work for which they have engaged is legal and justified. Hence, this Petitioner is not entitled to the relief he prayed for in his Claim Statement. Thus, the point is answered accordingly.

6. In the result, an Award is passed holding that the Petitioner is not entitled to the relief prayed for in the Claim Statement. No. Cost.

(Dictated to the Stenographer, transcribed and typed by him, correct and pronounced by me in the open court on this day the 30th April, 2002.)

K. KARTHIKEYAN, Presiding Officer

Common Witnesses Examined :—

For the I Party/Workmen :—

W.W.1 — Sh. K. Umapathy	(Petitioners in I.D. J56/2001)
W.W.2 — Sh. K. Mohan	(Petitioners in I.D. 262/2001)

For the II Party/Management :—

M.W.1 — Sh P Chandrasekar (DE Legal & Commercial) Examined in I.D. No. 11/2001 and has taken as common evidence in this case.

Common Documents Marked :—

For the I Party/Workmen :—

W1 Series (7) — Original service certificates issued in favour of Petitioners.
W2 — Original Service Note-Book.
W3 Series (7) — Xerox copy of the service certificates issued in favour of Petitioners.

For the II Party/Management :—

M1 — Xerox copy of the service certificates issued in favour of Petitioners.
M2 — Xerox copy of M.R. No. 05850
M3 — Xerox copy of M.R. No. 05851
M4 — Xerox copy of M.R. No. 07188
M5 — Xerox copy of M.R. No. 07193
M6 — Xerox copy of M.R. No. 19/04693
M7 — Xerox copy of M.R. No. 18/04693
M8 — Xerox copy of M.R. No. 3/06114
M9 — Xerox copy of M.R. No. 9/06114
M10 — Xerox copy of M.R. No. 18/06114
M11 — Xerox copy of M.R. No. 6/06115
M12 — Xerox copy of M.R. No. 5/06115
M13 — Xerox copy of M.R. No. 18/06115
M14 — Xerox copy of M.R. No. 1/08511

M15	—Xerox copy of M.R. No. 19/07289	M47	—Xerox copy of M.R. No. 07188
M16	—Xerox copy of M.R. No. 7/4427	M48	—Xerox copy of M.R. No. 7/4427
M17	—Xerox copy of M.R. No. 4/4431	M49	—Xerox copy of M.R. No. 15/06117
M18	—Xerox copy of M.R. No. 13/15948	M50	—Xerox copy of M.R. No. 9/06114
M19	—Xerox copy of M.R. No. 15/06117	M51	—Xerox copy of M.R. No. 18/06114
M20	—Xerox copy of M.R. No. 21/06119	M52	—Xerox copy of M.R. No. 6/06115
M21	—Xerox copy of M.R. No. 13/08512	M53	—Xerox copy of M.R. No. 18/06115
M22	—Xerox copy of M.R. No. 23/08512	M54	—Xerox copy of M.R. No. 1/08511
M23	—Xerox copy of M.R. No. 10/08513	M55	—Xerox copy of M.R. No. 2/08511
M24	—Xerox copy of M.R. No. 11/08514	M56	—Xerox copy of M.R. No. 22/08511
M25	—Xerox copy of M.R. No. 15/20861	M57	—Xerox copy of M.R. No. 13/08512
M26	—Xerox copy of M.R. No. 18/20861	M58	—Xerox copy of M.R. No. 23/08512
M27	—Xerox copy of M.R. No. 12/20862	M59	—Xerox copy of M.R. No. 10/08513
M28	—Xerox copy of M.R. No. 11/20863	M60	—Xerox copy of M.R. No. 15/20861
M29	—Xerox copy of M.R. No. 03/20867	M61	—Xerox copy of M.R. No. 18/20861
M30	—Xerox copy of M.R. No. 02/20868	M62	—Xerox copy of M.R. No. 12/20862
M31	—Xerox copy of M.R. No. 13/20863	M63	—Xerox copy of M.R. No. 11/20863
M32	—Xerox copy of M.R. No. 12/20869	M64	—Xerox copy of M.R. No. 19/20863
M33	—Xerox copy of M.R. No. 23/20869	M65	—Xerox copy of M.R. No. 11/20864
M34	—Xerox copy of M.R. No. 20/04631	M66	—Xerox copy of M.R. No. 09/20866
M35	—Xerox copy of M.R. No. 24/2	M67	—Xerox copy of M.R. No. 03/20867
M36	—Xerox copy of M.R. No. 24/4	M68	—Xerox copy of M.R. No. 14/20867
M37	—Xerox copy of M.R. No. 14/4	M69	—Xerox copy of M.R. No. 02/20868
M38	—Xerox copy of M.R. No. 4/5	M70	—Xerox copy of M.R. No. 12/20869
M39	—Xerox copy of M.R. No. 7/5	M71	—Xerox copy of M.R. No. 06/21253
M40	—Xerox copy of M.R. No. 10/5	M72	—Xerox copy of M.R. No. 13/27
M41	—Xerox copy of M.R. No. 11/5	M73	—Xerox copy of M.R. No. 19/29
M42	—Xerox copy of M.R. No. 17/5	M74	—Xerox copy of M.R. No. 4/29
M43	—Xerox copy of M.R. No. 22/5	M75	—Xerox copy of M.R. No. 20/29
M44	—Xerox copy of M.R. No. 4/59		
M45	—Xerox copy of M.R. No. 04978		
M46	—Xerox copy of M.R. No. 8/06216		